



Amendment No. 11
to
Contract No. MA 5600 NA130000038
for
SCADA Replacement & Upgrade
between
Schneider Electric Systems USA, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective May 13, 2020 to May 12, 2021. Two options will remain.
- 2.0 The total contract amount is increased by \$82,132 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/13/2012 - 12/12/2013	\$1,155,843.00	\$1, 155,843.00
Amendment No. 1: Extend Initial Term 12/13/2013 - 05/09/2014	\$0.00	\$1, 155,843.00
Amendment No. 2: Change Order (Contingency Fund) Extend Initial Term 05/10/2014 - 07/25/2015	\$42,665.00	\$1,198,508.00
Amendment No. 3: Change Order (Contingency Fund)	\$3,646.00	\$1,202,154.00
Amendment No. 4: Extend Initial Term (Final Acceptance) 07/26/2015 - 05/12/2016	\$0.00	\$1,202,154.00
Amendment No. 5: Change Order (Contingency Fund) Administrative Increase	\$7,011.00	\$1,209,154.00
Amendment No. 6: Option 1 - Extension Option 1 Rescinded (included by bid in Initial Term) Option 2 - Extension 05/13/2016 - 05/12/2017	\$68,882.00	\$1,278,047.00
Amendment No. 7: Administrative Increase 05/12/2016	\$5,986.00	\$1,284,033.00
Amendment No. 8: Option 3 - Extension 05/13/2017 - 05/12/2018	\$70,949.00	\$1,354,982.00
Amendment No. 9: Vendor Name Change and Option 4 - Extension 05/13/2018 - 05/12/2019	\$74,496.00	\$1,429,478. 00
Amendment No. 10: Option 5 - Extension 05/13/2019 - 05/12/2020	\$78,221.00	\$1,507,699.00
Amendment No. 11: Option 6 - Extension 05/13/2020 - 05/12/2021	\$82,132.00	\$1,589,831.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____



Printed Name: Deepa Peswani
Authorized Representative
Schneider Electric System USA, Inc.
38 Neponset Avenue
Foxboro, Massachusetts 02035
Chad.weiss@schneider-electric.com
403-470-9601

JAMES T

Sign/Date: HOWARD

Digitally signed by JAMES T HOWARD
DN: cn=JAMES T HOWARD, o=CITY OF AUSTIN,
ou=FINANCE,
email=JIM.HOWARD@AUSTINTEXAS.GOV, c=US
Date: 2021.01.08 07:21:18 -06'00'

Jim Howard
Procurement Manager
City of Austin Purchasing Office
124 West 8th Street
Austin, Texas 78701



Purchase Order - City Multi

Page: 1 / 1

REFERENCE NUMBER:	P.O DATE:	PRICE AGREEMENT #:	Requestor:	Buyer:
DO 2200 20052609464 - 1	05/27/20	MA 5600 NA130000038	James Howard, 974-2031	See Solicitation, 512-974-2500

VENDOR	SHIP TO	BILL TO
Steven Callahan VC0000103025 TELVENT USA LLC 14400 HOLLISTER RD Suite 400 HOUSTON TX 77066	See Commodity Line for Ship To Information	See Commodity Line for Bill To Information

The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://assets.austintexas.gov/purchase/downloads/standard_purchase_terms_and_conditions.pdf or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.

Line	Quantity	Unit	Comm Code	Commodity Line Description	Unit Price	Extended Amount
1	0.00		92045	Software Maintenance/Support	\$ 0.00000	\$ 82,132.00

Ship To:	Bill To:	Extended Description
COA Tech Dist Center, Dock S Call 9741785 4201 Ed Bluestein Blvd Austin, TX, 78721-2909	City Of Austin CTM, Accounts Payable PO BOX 1088 Austin, TX, 78767	Annual Maintenance Support

Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task Ord	Prog	Prog Per.	Line Amount
1	5030	2200	8053	6388			2807				\$ 32,852.80
2	5020	2200	6042	6388			2807				\$ 49,279.20

Order Total: \$ 82,132.00

VENDOR INSTRUCTIONS:

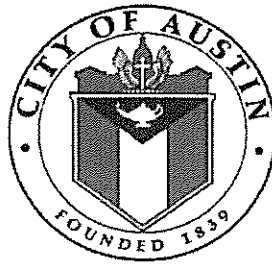
1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000086.

JAMES T

HOWARD
Assistant City Manager

Digitally signed by JAMES T HOWARD
DN: cn=JAMES T HOWARD, o=CITY OF AUSTIN,
ou=FINANCE,
email=JIM.HOWARD@AUSTINTEXAS.GOV, c=US
Date: 2020.05.27 12:36:07 -0500

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.



Amendment No. 10
to
Contract No. 5600 NA130000038
for
SCADA Replacement & Upgrade
between
Schneider Electric Systems USA, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 13, 2019 through May 12, 2020. Three (3) options will remain.
- 2.0 The total contract amount is increased by \$78,221.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/13/2012 – 12/12/2013		
	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extend Initial Term 12/13/2013 – 05/09/2014		
	\$0.00	\$1,155,843.00
Amendment No. 2: Change Order (Contingency Fund) Extend Initial Term 05/10/2014 – 07/25/2015		
	\$42,665.00	\$1,198,508.00
Amendment No. 3 Change Order (Contingency Fund)		
	\$3,646.00	\$1,202,154.00
Amendment No. 4: Extend Initial Term (Final Acceptance) 07/26/2015 – 05/12/2016		
	\$0.00	\$1,202,154.00
Amendment No. 5: Change Order (Contingency Fund) Administrative Increase		
	\$7,011.00	\$1,209,165.00
Amendment No. 6: Option 1 – Extension Option 1 Rescinded (included by bid in Initial Term) Option 2 – Extension 05/13/2016 – 05/12/2017		
	\$68,882.00	\$1,278,047.00
Amendment No. 7 Administrative Increase		
	\$5,986.00	\$1,284,033.00
Amendment No. 8 Option 3 – Extension 05/13/2017 – 05/12/2018		
	\$70,949.00	\$1,354,982.00
Amendment No. 9 Vendor Name Change and Option 4 – Extension 05/13/2018 – 05/12/2019		
	\$74,496.00	\$1,429,478.00
Amendment No. 10 Option 5 – Extension 05/13/2019 – 05/12/2020		
	\$78,221.00	\$1,507,699.00

- 3.0 MBE/WBE goals do not apply to this contract.

- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Deepa Peswani May 9, 2019

Printed Name: Deepa Peswani
Authorized Representative

Schneider Electric System USA, Inc.
38 Neponset Ave
Foxboro, MA 02035

Sign/Date: J. T. Howard 5/9/19

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 9
to
Contract No. 5600 NA130000038
for
SCADA Replacement & Upgrade
between
Schneider Electric System USA, Inc.
and the
City of Austin

- 1.0 The Contract is hereby amended as follows: Change name to the Contractor as requested by the Contractor:

	From	To
Vendor Name	Telvent USA, LLC	Schneider Electric Systems USA, Inc.
Vendor Code (for City use only)	VC0000103025	FOX1919750
Vendor Federal Tax ID (FEIN)	521366064	041339430

- 2.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 13, 2018 through May 12, 2019. Four (4) options will remain.
- 3.0 The total contract amount is increased by \$74,496.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/13/2012 – 12/12/2013		
	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extend Initial Term 12/13/2013 – 05/09/2014	\$0.00	\$1,155,843.00
Amendment No. 2: Change Order (Contingency Fund) Extend Initial Term 05/10/2014 – 07/25/2015	\$42,665.00	\$1,198,508.00
Amendment No. 3 Change Order (Contingency Fund)	\$3,646.00	\$1,202,154.00
Amendment No. 4: Extend Initial Term (Final Acceptance) 07/26/2015 – 05/12/2016	\$0.00	\$1,202,154.00
Amendment No. 5: Change Order (Contingency Fund) Administrative Increase	\$7,011.00	\$1,209,165.00
Amendment No. 6: Option 1 – Extension Option 1 Rescinded (included by bid in Initial Term) Option 2 – Extension 05/13/2016 – 05/12/2017	\$68,882.00	\$1,278,047.00
Amendment No. 7 Administrative Increase	\$5,986.00	\$1,284,033.00
Amendment No. 8 Option 3 – Extension 05/13/2017 – 05/12/2018	\$70,949.00	\$1,354,982.00

Action	Action Amount	Total Contract Amount
Amendment No. 9 Vendor Name Change and Option 4 – Extension 05/13/2018 – 05/12/2019	\$74,496.00	\$1,429,478.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

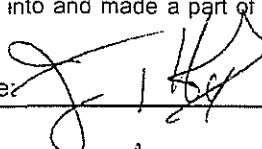
BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:



June 28, 2018

Sign/Date:



Printed

Name: Mauricio Hinojosa

Authorized Representative

Printed

Name: JAMES T. HOWARD

Authorized Representative

Schneider Electric System USA, Inc.
38 Neponset Ave
Foxboro, MA 02035

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 8
of
Contract No. NA130000038
for
SCADA Replacement & Upgrade
between
Telvent USA, LLC.
and the
City of Austin

- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective May 13, 2017 the term for the extension option will be May 13, 2017 through May 12, 2018 and there are four (4) options remaining.
- 2.0 The total contract amount is increased by \$70,949.00 for the current extension option period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 12/13/12 – 12/12/13	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extends Initial Term 12/13/13 – 05/9/14	\$0.00	\$1,155,843.00
Amendment No. 2: Change Order (contingency fund) Extend Initial Term 05/10/14 – 07/25/2015	\$42,665.00	\$1,198,508.00
Amendment No. 3: Change Order (contingency fund)	\$3,646.00	\$1,202,154.00
Amendment No. 4: Extend Initial Term (final acceptance) 07/26/15 – 05/12/2016	\$0	\$1,202,154.00
Amendment No. 5: Change Order (contingency fund) Administrative Increase	\$7,011.00	\$1,209,165.00
Amendment No. 6 Option 1 – Renewal Option 1 Rescinded (included by bid in Initial Term) Option 2 – Renewal 05/13/2016 – 05/12/2017	\$68,882.00	1,278,047.00
Amendment No. 7 Administrative Increase	\$5,986.00	\$1,284,033.00
Amendment No. 8 Option 3 – Renewal 05/13/2017 – 05/12/2018	\$70,949.00	\$1,354,982.00

- 1.0 MBE/WBE goals were not established for this contract.
- 2.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

Signature & Date:

Paul McNally 03/14/2017

Printed Name: Paul McNally
Authorized Representative

Telvent USA, LLC
14400 Hollister Road
Houston, Texas 77066

Signature & Date:

Gil Zilkha 3/15/17

Printed Name: Gil Zilkha
Authorized Representative

City of Austin
Purchasing Office





Amendment No. 7
of
Contract No. NA130000038
for
SCADA Replacement & Upgrade
between
Telvent USA, LLC.
and the
City of Austin

1.0 The City hereby amends this Contract to include the attached Change Order at a total cost of \$5,986.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 12/13/12 – 12/12/13	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extends Initial Term 12/13/13 - 05/9/14	\$0.00	\$1,155,843.00
Amendment No. 2: Change Order (contingency fund) Extend Initial Term 05/10/14 – 07/25/2015	\$42,665.00	\$1,198,508.00
Amendment No. 3: Change Order (contingency fund)	\$3,646.00	\$1,202,154.00
Amendment No. 4: Extend Initial Term (final acceptance) 07/26/15 – 05/12/2016	\$0	\$1,202,154.00
Amendment No. 5: Change Order (contingency fund) Administrative Increase	\$7,011.00	\$1,209,165.00
Amendment No. 6 Option 1 – Renewal Option 1 Rescinded (included by bid in Initial Term) Option 2 – Renewal 05/13/2016 – 05/12/2017	\$68,882.00	1,278,047.00
Amendment No. 7 Administrative Increase	\$5,986.00	\$1,284,033.00

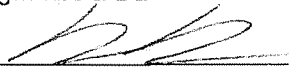
3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

Signature & Date:

 May 11, 2016

Printed Name: Randy Kestivk
Authorized Representative

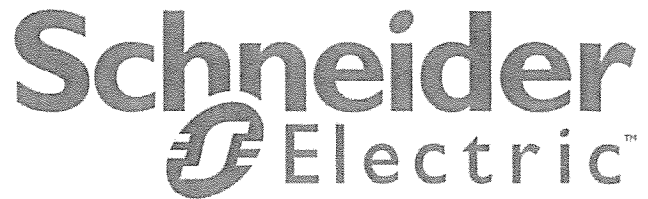
Telvent USA, LLC
14400 Hollister Road
Houston, Texas 77066

Signature & Date:

 5/11/2016

Printed Name: Elisa Folco
Authorized Representative

City of Austin
Purchasing Office



Final System Acceptance

Certificate

City of Austin

Contract No. NA130000038

Signatures indicate a general acceptance of the system and/or work provided by Telvent USA, LLC, as described in contract No. 130000038. The system is considered to have entered the warranty period on May 13, 2015 as described in the contract.

Accepted this day of May 13, 2015

Customer Name

A handwritten signature in cursive script, appearing to read "Gary Quick", written over a horizontal line.

(signature)

Gary Quick

(printed name)

SCADA Supervisor

(title)

Schneider Electric

A handwritten signature in cursive script, appearing to read "Randy Kostiuik", written over a horizontal line.

(signature)

Randy Kostiuik

(printed name)

Project Manager

(title)



Amendment No. 6
to
Contract No. NA130000038
for
SCADA Replacement & Upgrade
between
Telvent USA, LLC
and the
City of Austin



- 1.0 Vendor's bid (Schedule "A") included one year post Final System Acceptance (milestone 6) VIP Maintenance (milestone 7) which, in error, was not included in Initial Term by Council action 29 of 12/13/2012 (RCA). The RCA error provided renewal option number one of eight for \$66,876.00, which is hereby rescinded.
- 2.0 The City hereby exercises this extension option number two for the subject contract. This extension option will be effective May 13, 2016 to May 12, 2017. Six options will remain.
- 3.0 The total contract amount is increased by \$68,882.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/13/2012 – 12/12/2013	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extend initial term 12/13/2013 – 05/09/2014	\$0.00	\$1,155,843.00
Amendment No. 2: 3.1 Change Order (contingency fund) 3.2 Extend initial term 05/10/2014 – 07/25/2015	\$42,665.00 \$0.00 \$42,665.00	\$1,198,508.00
Amendment No. 3: Change Order (contingency fund) 09/17/2014	\$3,646.00	\$1,202,154.00
Amendment No. 4: Extend initial term (final acceptance) 07/26/2015 – 05/12/2016	\$0.00	\$1,202,154.00
Amendment No. 5: Change Order (contingency fund) Administrative Increase 12/23/2015	\$3,689.00 \$3,322.00 \$7,011.00	\$1,209,165.00
Amendment No. 6: 6.1 Option 1 – Renewal 6.2 Option 1 rescinded (included by bid in Initial Term above) 05/13/2016 6.3 Option 2 – Renewal 05/13/2016 – 05/12/2017	\$66,876.00 - \$66,876.00 \$68,882.00 \$68,882.00	\$1,278,047.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Paul McNally May 10, 2016

Printed Name: Paul McNally
Authorized Representative

Telvent USA, LLC
14400 Hollister Road
Houston, Texas 77066
Chad.weiss@schneider-electric.com
403-212-5905 x 21445

Sign/Date: Linell Goodin-Brown 5-11-16

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
of
Contract No. NA130000038
for
SCADA Replacement & Upgrade
between
Telvent USA, LLC.
and the
City of Austin

- 1.0 The City hereby amends this Contract to include the attached Change Order at a total cost of \$7,011.00. The approved Contingency Fund of \$50,000 will be used to cover \$3,689 of this Change Order. This modification will leave a balance of \$0.00 in the approved Contingency Fund. An additional amount of \$3,222 will be added to contract as an Administrative Increase.

1.1	Contingency Fund:	\$50,000.00
	Amount Used for Change Order (Amendment No. 2):	(\$42,665.00)
	Amount Used for Change Order (Amendment No. 3):	(\$3,646.00)
	<u>Amount Used for Change Order (Amendment No. 5):</u>	<u>(\$3,689.00)</u>
	Total Amount Remaining in Contingency Fund:	\$0.00

1.2	Administrative Increase (Amendment No. 5):	\$3,322.00
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- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/13/12 – 12/12/13	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extends Basic Term to 5/9/14	\$0.00	\$1,155,843.00
Amendment No. 2: Extends Basic Term to 7/25/15 Change Order at \$42,665 – Used Contingency Fund	\$42,665.00	\$1,198,508.00
Amendment No. 3: Change Order at \$3,646 – Used Contingency Fund	\$3,646.00	\$1,202,154.00
Amendment No. 4: Initial contract term extended through May 12, 2016 to account for final acceptance	\$0	\$1,202,154.00
Amendment No. 5: Change Order at \$7,011 – Used balance of Contingency Fund and an Administrative Increase of \$3,222	\$7,011.00	\$1,209,165.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.


Signature & Date:

 Dec. 21, 2015

Printed Name: Randy Rostick
Authorized Representative

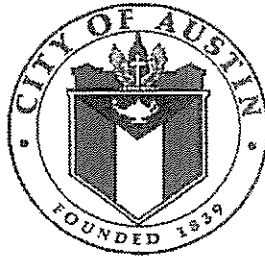
Telvent USA, LLC
14400 Hollister Road
Houston, Texas 77066

Signature & Date:

 12/23/15

Printed Name: Shawn W. Willett
Authorized Representative

City of Austin
Purchasing Office



Amendment No. 4
to
Contract No. NA130000038
for
SCADA Replacement & Upgrade
between
Telvent USA, LLC
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract by extending the current contract term until May 12, 2016, to account for the date of Final Acceptance by the City which was May 13, 2015. The contract has eight 12-month extension options available for maintenance and support.

2.0 The total Contract amount is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/13/12 – 12/12/2013	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extended basic term to 5/9/14	\$0	\$1,155,843.00
Amendment No. 2: Extended Basic Term to 7/25/15 Change Order of \$42,665	\$42,665.00	\$1,198,508.00
Amendment No. 3: Change order of \$3,646	\$3,646.00	\$1,202,154.00
Amendment No. 4: Initial contract term extended through May 12, 2016 to account for final acceptance	\$0	\$1,202,154.00

3.0 MBE/WBE Goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 9/24/2015

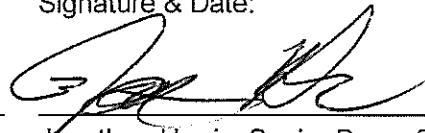
Printed Name: _____

Paul McNally

Authorized Representative

Telvent USA, LLC
14400 Hollister Rd.
Houston, TX 77066

Signature & Date:

 9.24.15

Jonathan Harris, Senior Buyer Specialist
City of Austin Purchasing Office



Amendment No. 3
of
Contract No. NA130000038
for
SCADA Replacement & Upgrade
between
Telvent USA, LLC.
and the
City of Austin

1.0 The City hereby amends this Contract to include the attached Change Order at a total cost of \$3,646.00. The approved Contingency Fund of \$50,000 will be used to cover this Change Order. This modification will leave a balance of \$3,689.00 in the approved Contingency Fund.

1.1 Contingency Fund:	\$50,000.00
Amount Used for Change Order (Amendment No. 2):	(\$42,665.00)
Amount Used for Change Order (Amendment No. 3):	(\$3,646.00)
Total Amount Remaining in Contingency Fund:	\$3,689.00

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/13/12 – 12/12/13	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extends Basic Term to 5/9/14	\$0.00	\$1,155,843.00
Amendment No. 2: Extends Basic Term to 7/25/15 Change Order at \$42,665 – Used Contingency Fund	\$42,665.00	\$1,198,508.00
Amendment No. 3: Change Order at \$3,646 – Used Contingency Fund	\$3,646.00	\$1,202,154.00

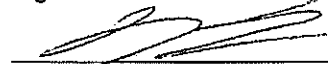
3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

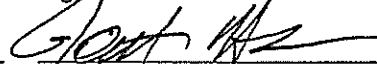
Signature & Date:

 Sept. 17, 2014

Printed Name: Randy Kostovik
Authorized Representative

Telvent USA, LLC
14400 Hollister Road
Houston, Texas 77066

Signature & Date:



Printed Name: Jonathan Warrick
Authorized Representative

City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NA130000038
for
SCADA Replacement & Upgrade
between
Telvent USA, LLC.
and the
City of Austin

- 1.0 The City hereby extends the expiration date for the above referenced contract. The expected completion date of implementation is July 25, 2015.
- 2.0 The City hereby amends this Contract to include the attached Change Order at a total cost of \$42,665.00. The approved Contingency Fund of \$50,000 will be used to cover this Change Order. This modification will leave a balance of \$7,335.00 in the approved Contingency Fund.

2.1 Contingency Fund: \$50,000.00
Amount Used for Change Order: (\$42,665.00)
 Total Amount Remaining in Contingency Fund: \$7,335.00


- 3.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/13/12 – 12/12/13	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extends Basic Term to 5/9/14	\$0.00	\$1,155,843.00
Amendment No. 2: Extends Basic Term to 7/25/15 Change Order at \$42,665 – Used Contingency Fund	\$42,665.00	\$1,198,508.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

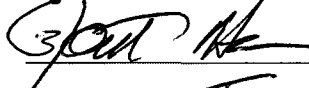
Signature & Date:

 May 6, 2014

Printed Name: **CAMERON G. DEMCOE**
 Authorized Representative
Corporate Secretary

Telvent USA, LLC
 14400 Hollister Road
 Houston, Texas 77066

Signature & Date:



Printed Name: **Jonathan Haren**
 Authorized Representative

City of Austin
 Purchasing Office



Amendment No. 1
of
Contract No. NA130000038
for
SCADA Replacement & Upgrade
between
Telvent USA, LLC.
and the
City of Austin

- 1.0 The City hereby extends the expiration date for the above – referenced contract. The expected completion date of implementation is May 9, 2014.

Previous Contract Term Dates:

December 13, 2012 thru December 12, 2013

New Effective Term Dates:

December 13, 2012 thru May 9, 2014

- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/13/12 – 12/12/13	\$1,155,843.00	\$1,155,843.00
Amendment No. 1: Extends Basic Term to 5/9/14	\$0.00	\$1,155,843.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: 1/6/2014

Handwritten signature of Paul McNally.

Printed Name: Paul McNally
Authorized Representative

Signature and Date:

Handwritten signature of Teresa Reddy.

1/6/14
Teresa Reddy, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office

Telvent USA, LLC
14400 Hollister Road
Houston, Texas 77066





Financial and Administrative Service Department
Purchasing Office

PO Box 1088, Austin, Texas, 78767

January 29, 2013
Telvent USA, LLC
Jaylee Wegener
200, 10333 Southport Road SW
Calgary, AB CANADA T2X 3X6

Dear Jaylee Wegner:

The City of Austin has approved the execution of a contract with your Telvent USA, LLC for a SCADA Replacement and Upgrade.

Responsible Department:	Austin Water Utility
Department Contact Person:	Gary Quick
Department Contact Email:	gary.quick@austintexas.gov 625 E. 10 th St, Austin, TX 78701
Department Contact Telephone:	(512) 972-0248
Project Name:	SCADA Replacement & Upgrade
Contractor Name:	Telvent USA, LLC
Contract Number:	NA130000038
Contract Period Amount:	NTE \$1,155,843 US
Contract Period:	12/13/12 – 12/13/13 or until the deliverables set forth in the Scope of Work are complete
Extension Options:	Eight (8) twelve (12) month extension options for maintenance & support with estimated amounts NTE 1) \$66,876, 2) \$68,882, 3) \$70,949, 4) \$74,496, 5) \$78,221, 6) \$82,132, 7) \$86,239, 8) \$90,551. Total Contract NTE \$1,824,189.
Agenda Item Number:	29
Council Approval Date:	12/13/12

A copy of the contract/purchase order will be forwarded by U.S. mail or email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under *Department Contact Person* above.

Sincerely,

David Kucko
Corporate Contract Administrator
(512) 974-3364

CC: Gary Quick

**CONTRACT BETWEEN THE "CITY" or "Licensee"
AND
"TELVENT USA, LLC" or "Contractor"
FOR
SCADA Replacement & Upgrade
Contract # NA130000038**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Telvent USA, LLC ("Contractor"), having offices at 14400 Hollister Road, Houston, Texas 77066, USA.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Joaquin San Juan, Phone: 954-651-8482. The City's Contract Manager for the engagement shall be Gary Quick, (512) 972-0248. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION:

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$1,155,843 US which includes the base price plus optional items as summarized in Schedule A of Exhibit A, Scope of Work; with eight (8) extension options for maintenance and support in estimated amounts not to exceed \$66,876, \$68,882, \$70,949, \$74,496, \$78,221, \$82,132, \$86,239 and \$90,551 respectively, as referenced in Exhibit C, VIP Maintenance Agreement. In addition, this contract will include a \$50,000 contingency authority for new licenses and additional support hours for a total contract amount not to exceed \$1,824,189.



3.2 Invoices.

3.2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Department
Attn:	Gary Quick
Address:	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 Payment

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.6 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.



3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses:** All travel and travel related expenses are inclusive in the pricing.

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6 **Final Payment and Close-Out**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

3.7 **Escrow** At the request of the City, Telvent will place the Source Code for all Telvent application software, into escrow with a recognized Escrow Agent. The source code held in escrow is updated after each major software release. If Telvent defaults in providing software maintenance support due to company failure, or discontinuance of said service by Telvent or Telvent's bankruptcy, then the source code will be made available to the City within 30 days of written notice by the Escrow Agent for City support use only, under the conditions set forth in the Escrow Agreement. All costs related to Escrow are for the account of the City.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.

4.2.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).



4.2 **Right To Assurance:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Fraud:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirement applies.

5.1.1 General Requirements

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide evidence of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward evidence of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.



5.1.1.5 The City may request that the Contractor submit evidence of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.8 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.9 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.10 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.11 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.12 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per



occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

5.1.2.2.2 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

5.1 **Equal Opportunity**

5.1.2 **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.3 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.2 **Delays:**

5.2.2 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.2.3 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.3 **Rights to Proposal and Contractual Material:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the



Contractor to be proprietary and confidential must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

SECTION 6. WARRANTIES

6.1 Warranty - Price

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern.



The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event:** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation filed by a member against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Right To Audit**

7.5.1 Where the Work being performed is not fixed price lump sum, the Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.



7.7 **Indemnity:**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Elisa Folco, Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
Telvent USA, LLC
ATTN: General Counsel
200, 10333 Southport Road S.W.
Calgary, AB Canada T2W3X6



7.10 **Confidentiality**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be



void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the



City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **SUBCONTRACTORS**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.



7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 30 days after receipt of payment from the City.

7.23 **Jurisdiction And Venue:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are



suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 Incorporation of Documents: Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

7.29 Order of Precedence: The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

- 7.29.1 any exceptions to the Offer accepted in writing by the City;
- 7.29.2 the Supplemental Purchase Terms and Conditions;
- 7.29.3 the Standard Purchase Terms and Conditions;
- 7.29.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

7.30 Limitation of Liability. "NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR ANY LOSS OF DATA, PROFITS OR REVENUES, OR ANY CLAIMS RAISED BY CUSTOMERS OF CUSTOMER, REGARDLESS OF THE FORM OF ACTION (WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR OTHERWISE) AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. CONTRACTOR'S LIABILITY IS LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THE AGREEMENT."

7.31 Right to Stop Work. In the event of non payment of an undisputed invoice, Telvent reserves the right to stop work until such payment has been made in full.

7.32 Warranty. The following terms shall have the meanings set out below:

"Resale Products" means all equipment, hardware and software included in the System which are not manufactured by Seller;

"System" means all of the equipment, hardware and software provided by Seller to Customer under the Contract;

"Telvent Products" means all products included in the System, except for Resale Products;

"Warranty period" means a period of eighteen (18) months from the date of delivery of the System to Buyer or twelve (12) months from date of Site Acceptance or the date on which Buyer commences commercial use of the System, whichever is earlier.

7.32.1 Seller warrants that for the Warranty Period the Telvent Products will be free from defects in materials and workmanship and will perform substantially in accordance with the Contract specifications. In the case of Resale Products, Seller will pass on to Buyer the remaining warranties provided by the suppliers of the Resale Products. Buyer must give Seller notice of any



warranty claim within the Warranty Period. Seller shall not be responsible for any defects (including latent defects) which are reported to Seller after the end of the Warranty Period.

7.32.2 Seller's sole obligation under this warranty shall be to repair or, at Seller's discretion, replace the affected component(s) and shall bear the repair or replacement cost of any defects herein referred to. Defective software shall be restored to its originally designed and tested functionality. Any replacement components will be warranted for the remainder of the Warranty Period or ninety (90) days, whichever is longer.

7.32.3 Buyer shall provide a suitable remote connection and shall allow Seller reasonable access to the System to correct any defects in the Software. Seller shall use its best efforts to respond by telephone to any notice of warranty claim within one business day after notification, on weekdays, between 8:30 a.m. to 5:00 p.m. M.S.T. Telephone support will be available Monday to Friday, excluding Seller observed holidays, from 8:30 a.m. to 5:00 p.m. M.S.T. If a site attendance is necessary, Seller shall use its best efforts to have qualified personnel on site to deal with the warranty claim as soon as reasonably possible. If any site attendances are required, Buyer will be responsible for all travel time at the prevailing rate and for all travel and living expenses. Seller shall not be responsible for failing to respond within the time periods set out above where it is prevented from doing so by causes beyond its reasonable control. In the event that Seller provides services with City written approval to correct problems with the System which are not the responsibility of Seller under these warranties, Buyer shall pay Seller for those services at Seller's prevailing rates together with all costs incurred by Seller, including transportation and accommodation expenses in the case of site attendances.

7.32.4 These warranties cover only defects arising under normal use and do not cover malfunctions or failures resulting from misuse, abuse, neglect, alterations or attachments made by Buyer or third parties not approved by Seller, problems with electrical power, usage not in accordance with product instructions, or repairs made by anyone other than Seller or a third party service provider approved by Seller.

7.32.5 THE WARRANTIES DESCRIBED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

TELVENT USA, LLC

CITY OF AUSTIN

By: Paul McNally
Signature

Name: Paul McNally
Printed Name

Title: Director of Operations, Environment

Date: December 11, 2012

By: Cynthia Gonzales
Signature

Name: Cynthia Gonzales
Printed Name

Title: Corp Contract Compliance Mgr.

Date: 12/13/12



List of Exhibits

Exhibit A	Scope of Work
Exhibit B	OASyS DNA Software License Agreement
Exhibit C	VIP Maintenance Agreement
Exhibit D	Non Discrimination Certification



1. BACKGROUND

Austin Water Utility (AWU) needs to upgrade its existing SCADA system. This SOW is based on SCADA OASyS DNA version 7.5 upgrade (the "System").

The proposed approach is closely aligned with Telvent's more typical design, test and install processes. The pricing for the SCADA system reflects overall savings on the OASyS Licenses and Hardware; provided however in the Services portion we have included an increase based on the Consumer Price Index published by the Bureau of Labor Statistics. The price on the Optional section has increased to reflect the additional hardware, security software and services, labor and site expenses requested by AWU.

SOW FORMAT

The SOW is structured as follows:

- Technical Proposal
- Schedules
 - Schedule A "Price and payment terms"
 - Schedule B "Project Schedule"
 - Schedule C "Cyber Security Section"
 - C.1 Cyber Security Matrix
 - Schedule D "System Architecture Drawing"
 - Schedule E "Project Responsibility Matrix"
 - Schedule F "Final Acceptance Certificate"

2. PROJECT OVERVIEW

This SOW addresses the OASyS DNA SCADA 7.5 system software and the associated services as requested for the City of Austin Water Utility. The sequence of tasks considered in this SOW is summarized as follows.

- **Design phase** - Telvent will create the Project/Quality Plan & System Configuration Plan to assure that the H/W specifications are clear and enable AWU to order the hardware.
- **Training Courses I** - Telvent Educational Services will provide initially two (2) courses to AWU and the city's Engineer. The first set of training will be delivered on-site in a mobile classroom.
- **Workshops** - Telvent proposes to provide one, 2 day, on-site display building workshop with the AWU team and our expert to present the options and jointly define the displays to be created for the new system. After the workshop Telvent's expert will prepare a document (The display Style Guide) with the conclusions and examples of the proposed work; the document completed will be presented in another meeting to the project team to be discussed and later approved by AWU. This second meeting will occur remotely (Telvent will participate via conference call).
- **H/W order** - The City will order the equipment and will ship it (at Telvent's cost) to Telvent's chosen facilities. AWU will cooperate by preparing shipping documents including any customs declarations necessary. Telvent's preferred option is to ship all the equipment together, however we have made some cost considerations for partial shipments as well as several additional customs brokers' fees. The H/W will be integrated on Telvent's staging floor. Any missing, defective, or otherwise unusable hardware will be the responsibility of AWU and will be corrected at AWU's cost.
- **Design phase II.** Telvent will create the remainder of the design documents such as Application Definition Documents (ADDs) defining software additions that will be added to the baseline system, Test Plan, and Training Plan.
- **Design Approval.** In order to keep the proposed Project Schedule, we considered that AWU will approved any document in one (1) week or not longer than two (2) weeks. Exceeding this time will cause delays in the whole project.
- **Baseline OASyS installation** - The base product will be integrated at Telvent's offices by our team.
- **Custom software** including protocols, external interfaces, customer specific applications will be ported/built and integrated onto the base system
- **Development System** - Telvent will provide a temporary development system in the Engineer's office in Austin. Telvent will install temporary Licenses in two (2) these temporary Engineers' Development System do not need to be shipped to Calgary for the FAT test. Once the complete SCADA system is operating on site, AWU will have their standard Engineering Servers to continue developing any new applications, reports, etc. for the system. One will be located at the South Service Center and will be the main repository and all new displays, reports will be distributed from this one. The second will be located in Walnut Creek to be used as Test & Development System and be off-line all the time.
- **Engineer to Develop Database, Displays and reports** will be built by the Engineer on the Development System.



- **Training Courses II** - Telvent will provide two additional courses to AWU personnel before the FAT stage. This set of training will be delivered on-site in a mobile classroom.
- **Pre FAT and FAT testing** will occur at Telvent facilities.
- **System shipped** – Telvent will pack and ship the system to Austin Water Utility facilities.
- **Site installation** - Telvent will work with the City to unpack and install the system in the Austin facilities. The system will be set up for parallel field communication.
- **Training Course III** – The final set of training will be the Operation & Control course; this will be addressed to Operators and will be provided once the system is installed. We will provide this course on the actual system (not using the mobile classroom). We encourage all operators, even operators familiar with the old system to take this course to assure user acceptance and a smooth transition to the new system.
- **Commissioning** – The commissioning primarily will be completed by the City and the Engineer as database, displays and reports are verified.
- **SAT** – A Site Acceptance Test will occur just prior to system cutover.
- **Cutover** – Telvent will work closely to support AWU's as the two systems are cutover to DNA 7.5.
- **Final acceptance** – All final issues are resolved to achieve acceptance and start the Warranty Phase.

Our proposal is separated into two main sections. The first section is dedicated to the SCADA System Software and also we described the some specialized SCADA Hardware requested before.

The second section describes all the services needed from Telvent experts to deliver the system as requested by the customer. As previously discussed, the delivery sequence is comprised of a partnership of Telvent, Austin Water Utility, the City's Engineer and possibly others.

2.1 ASSUMPTIONS

The assumptions considered in this SOW are:

1. All the Hardware (servers, workstations, etc.) equipment will be supplied by AWU, except for the Terminal Servers and the Digital Bridges which will be supplied by Telvent. It is assumed that the Operating System and Antivirus software will be purchased and installed with the H/W and therefore are not included in Telvent's quotation. Additionally, as discussed, AWU will purchase all Microsoft licenses at the same time that the H/W is purchased from Dell. Telvent has not included the cost of MS Office, MS Visual Studio, MS SQL Server and MS CALs so that AWU can purchase these licenses with the servers and workstations, Telvent will install these software licenses in its facilities. Telvent left all other third party licenses in its price as well as the Licenses for Software encryption as previously noted.
2. All the network equipment for the SCADA LAN's will be supplied by AWU.
3. Some services will be provided by CH2MHill at AWU's direction. These services include display building, database creation, report creation and other miscellaneous configuration tasks. The miscellaneous tasks will include the creation of user names, setting appropriate security level to different users, developing calculated points as necessary, writing scripts tied to the display building etc.

For the configuration database OASyS DNA7.5 has the ability to import Excel spread sheets directly into the SCADA Realtime database. The Advanced Database Editor (ADE) has this functionality as a part of its basic operation. Once the spread sheets for the various tables have been created they can quickly be loaded into the new SCADA system. OASyS DNA also has a Database Lister/Loader (DBLL) tool that can import database points in CSV format. In both cases, the engineer porting the database from the legacy systems may need to pre-process the data from the source systems so that it matches the correct number of database fields (e.g. name, description, alarm limits, RTU mapping etc.) and the data format (e.g. text field, float, integer, enumerated list etc.) expected by the new system.



4. In order to test the protocols, AWU will ship a PLC with the required modules to Telvent's Calgary facilities for unit testing.
5. As informed by AWU, it may be necessary for the new system to communicate with some of the older field devices using serial protocols because those field devices may not have not been fully transitioned to IP

communications at the time of installation. As a result, Telvent included Modbus serial, Micro1C serial and Allen Bradley DF1 (serial) in our quotation. As stated on December's 2010 comments AWU informed that they plan to replace the existing serial communication devices: Terminal Servers, Digital Bridges and telephone modems, then Telvent has presented prices to replace them, except the telephone modems.

In order to support an additional round of commissioning and cutover due to the delayed availability of the new telecommunications infrastructure, Telvent included an additional two (2) weeks on site plus one (1) week of remote support. It is expected that the RTU's will be cutover to the new IP network over a longer period of time. With the additional time proposed, Telvent will work with the City to cutover the first few RTUs and document the database changes needed to convert the remotes, connections and telemetered points within OASyS. That documentation may then be used by others to cutover other remotes as they are converted. If at the time of Commissioning the new Telecommunications infrastructure is ready, these additional services will not be necessary.

6. Any equipment needed to link the OASyS system and the lift stations via dial-up will be assumed to be either reused from the existing system or provided by others (e.g. Cisco router model 5350 or equivalent)
7. In order to access the SCADA Development System at the Engineer's office for remote support, we will need VPN access to remotely connect to the system. The VPN, or other remote access method, will be provided by others, such as CH2M Hill.
8. Our quotation for the OASyS Licenses is based on the architecture drawing attached (see Schedule A).
9. The VIP Maintenance quotation includes both the Lift Station and Distribution systems.
10. A proposed Project Schedule is included in Schedule B.
11. A responsibility Matrix for all parties is included in Schedule E.

3. SCADA SYSTEM SOFTWARE

As requested, the following software and licenses are included. Telvent assumes that the 64-bit version of the OASyS DNA 7.5 will be provided.

Item	Description	Qty
<u>OASyS DNA Licenses</u>		
1	RealTime Services Hot	2
1.1	RealTime Services Standby	2
2	Historical Services Hot	2
2.1	Historical Services Standby	2
3	Engineering Server	1
4	Remote Client Services	2
5	Remote Access Server (for Thin Clients)	2
6	Operator Station (ezXOS)	19
7	XE - eXtended Editor (screen development)	2
8	ezXOS Concurrent Client (Thin clients, view only)	10
9	ezXOS Concurrent Client (Thick clients, Control)	10
10	OASyS DNA Enterprise OPC Server	2
11	OASyS DNA Reporting Services	1
12	OASyS Engineering Station (server) for Walnut Creek Lift Station	1

Table 1. OASyS DNA Licenses

Note that:

- Remote Client Server Licenses will be installed on its own Servers.
- There is no charge for the Domain Controllers Licenses.
- OPC Servers licenses will be installed on the Application Server

Additionally for the SCADA system, the following Third Party licenses are included. Telvent removed the cost of MS Office, MS Visual Studio, MS SQL Server and MS CALs so that AWU can purchase with the servers and workstations.

For Third Party Licenses we included the following ones:

Item	Description	Qty
<u>Third Party Licenses</u>		
1	PageGate Software	2
2	Sub Version Source Control	2
3	Domain Startert Pack	2

Table 2. Third Party Licenses



**Proposal for a OASyS 7.5 SCADA Replacement & Upgrade
Austin Water Utility**

TELVENT

The above third-party software will be installed in a dedicated Server identified in the architecture drawing as Application Server. For completeness, the specifics of the system functionality previously described in the previous quotation have been included here again. This is to confirm that the same level of functionality will be included in this revised offer.

Protocol Drivers:

See details in section 5.4 Custom Software Applications for more information on the protocol drivers.

SCADA System Health & Troubleshooting Communication Issues:

OASyS DNA includes several utilities and user screens to obtain the functionality specified.

SCADA System Health is monitored in several ways with baseline OASyS. First, all processes are monitored with the critical task monitoring infrastructure within OASyS. The critical task monitoring will detect if a process fails or if it fails to "check in" within a defined time limit. If either of these conditions occurs, alarms and events will be generated and the system will fail over to the standby server. OASyS also includes the Network Management Console (NMC) that allows for the monitoring of the computer network health, process health, machine specific monitoring of disk space, memory availability and/or anything that can be monitored through the WMI interface standard.

AWU currently has an HP Network Management console, this node manager is focused as a network health monitoring solution, so porting data from the NMC to it may not be of much value unless it can utilize the server health and process related details that account for most data represented in the NMC, rather than network device health.

It will probably be simpler to enable SNMP on the SCADA network devices and allow the HP software to subscribe to syslog/netflow information. If network segregation is a concern, it may require a third-party application to act as a syslog server. The routers and switches will send network events to the syslog server, and then from there, over to HP application.

NMC data could also be logged to a central IT application such as CA Unicenter, but the licensing and configuration costs may be significant and it is not included.

OASyS includes several tools and features to diagnose and troubleshoot communications issues to the field devices. The baseline Remote and Connection Summary screens show the current status of the communication with several failure cases listed to help when the communications fails (e.g. CRC Error, Long message, Short Message, No Reply). In addition, OASyS keeps historical remote and connection statistics to aid in determining patterns in possible field communication issues. Finally, OASyS includes the DNA SWANA utility which shows the queries and responses received in real-time from the field devices in a software based protocol analyser screen.

Pump data to City's DataMart Server:

Telvent's baseline product includes a robust data replication utility called Datapump. Datapump allows for OASyS Historical data to be pumped to other systems (e.g. Oracle, MS SQL Server). The format can be pre-defined and the data can be limited to a subset of SCADA points. Telvent will provide de-BLOBing of collected data.

Effort is included for the configuration of Datapump for the City's needs. Telvent will provide up to one week for configuration of this DataMart Server, any additional support is not included.

Alarm/event paging and emailing:

Telvent proposes the use of a 3rd party software package called PageGate. Telvent has successfully used PageGate on several projects. Telvent included the effort to make the changes to our baseline alarming system so that PageGate can be notified of alarms on a configurable basis. This third party software needs to be installed in an Application Server (see architecture drawing)



Basic trends and reports:

Baseline OASyS includes several robust trending features. This includes the ability to define trendsets that are saved centrally and can be selectively shared with the operators at all other stations.

Basic reporting can be achieved using Microsoft Excel. Both real-time and historical data can be retrieved through ODBC interfaces. Once the data is queried, it can be displayed in Excel; by using VBA, further calculations can be performed on the data. Reports can be scheduled using the OASyS job scheduler or they can be run on demand as needed. In our proposal we're not including Microsoft Excel due that this can be provided by AWU.

As per AWU's request Telvent included the Microsoft SQL Server Reporting Services as part of the main proposal. All the MS SQL Server Reporting licenses should be purchased together with the hardware and not separated. In this scenario, reports will be created using tools within Visual Studio. MS SQL Reporting Services provides a report scheduler, several report output formats and a web interface for the user to see the directory of reports available. Telvent provides a layer on top of MS SQL Reporting to allow it to access Real-time data, Historical Data and OASyS Business Layer function calls (e.g. complex filtered alarm calls).

Drivers for dial-up system:

The OASyS Omnicomm polling engine is an integral part of the baseline OASyS software. Omnicomm allows for data to be retrieved in a multitude of ways such as IP, serial, dial-up, Satellite, etc. Once the protocol is added to Omnicomm (e.g. DNP3, Modbus, AB DF1) then the protocol can be used in any of the connection types. It is our understanding that dial-up system requirements mentioned in this section will be used for Modbus communications with the field. The effort to integrate the software drivers are detailed elsewhere. There is no additional price to communicate with the field devices using dial-up.

Remote Access Server:

The Telvent OASyS DNA thin client/web client proposed is a RAS (Remote Access Server) that will support multiple user logins using RDP. Once logged in, these casual users can run copies of ezXOS locally on the server while having the interface displayed on their local screen. The number of client licenses included is detailed in OASyS Software costing table (item 8).

Our solution provides two remote access options. First, we included RAS servers at each site that allows a limited number of concurrent remote desktop sessions to log in (i.e. thin clients) to run a copy of ezXOS on the RAS server. Second, we included an RCS service at each site that allows remote thick clients to connect to the WDCS or LSTS systems.

Any other SW or tools:

All software tools and licenses required on this project are included. Tools are part of baseline such as the Advanced Database Editor (ADE), the Application Calculation Editor (ACE) and several others are included as part of our license price. The price for the Extended Editor (XE) is listed in item 7.



4. SCADA HARDWARE

The following hardware is included in this SOW:

- One (1) Digital Bridge in each control center (South Service Center and Walnut Creek WWTP) with 16 cards RS-232 channel cards in each cage. Any serial communication signal coming from the field will be split by this device into the two Terminal Servers.
- Two (2) Terminal Servers in each control center. The proposed model for the Terminal Servers is LX-4048T-002AC with 48 ports, power supply for 120V includes configuration software, documentation and 3 year warranty. The purpose of the Terminal server is to convert the serial communication signal into TCP/IP digital signal.

The list for Telvent provided hardware is:

Item	Description	Qty
	<u>SCADA Hardware</u>	
1	Terminal Server LX-4048T-002AC (MRV LX Series)	4
2	Digital Bridge Card Cage - Offset	2
3	Channel / Splitter Card	32

Table 3. SCADA Hardware

5. PROJECT SERVICES BREAKDOWN

Following are Telvent's proposed milestones associated with this SOW.

5.1 DESIGN AND KICK-OFF

At the beginning of the project, Telvent will participate in a project kick-off meeting to be done on-site. During this meeting all parties involved can meet to discuss the project in detail and ensure the successful launch of the upgrade.

During the design phase, Telvent will create the following documents for review and approval:

- Quality Plan - defines how the project will be executed including plans for regular meetings, contact information, roles and responsibilities, processes and procedures that will be followed and a project schedule.
- System Configuration Plan – Defines the H/W to be purchased including sizing and heating calculations
- Application Definition Documents – Functional description of applications that will be added to the baseline OASyS product to meet the City's specific needs
- Training Plan – Definition of the courses to be taken including their location, timing and content
- Safety Plan – Based on the nature of this project, and since we are not including any process system, we have not included any Safety plan for the project.

As per AWU's request, after the Kick-off meeting the first two Training courses will be provided on-site. These courses will provide enough information to AWU and the Engineer to be more familiar with the DNA 7.5 system before the Display workshop. The only disadvantage having this training so early is that the Development System won't be ready until several weeks later and there may be a significant "stagnation" of the learning process.

Telvent will provide one on-site Display workshop for two (2) days with the AWU team and our expert to present the options and jointly define the display concepts to be created for the new system. After the workshop Telvent will prepare a document (the display style guide) that outlines the displays to be built and provides examples of the proposed work. This Display Style document will guide those responsible for the designing, building or modifying the displays. Working from AWU's stated preferences; Telvent will modify one of its existing guides to describe screen layout, fonts, borders, colors, and organization of displays. The Engineer can guide AWU in more specific structures such as the navigation processes and operating procedures that are implemented by the system. This Guide will help coordinate and provide consistency when multiple engineers are building displays. The document completed will be presented in another meeting to the project team to be discussed and later approved by AWU. This second half-day workshop will via a teleconference. For these workshops we're allocating 80 hours of work

Additionally, Telvent and the Engineer will jointly develop any future work on the Display Style Guide and also will work preparing the Database migration Plan and a Reporting Plan. As previously requested Telvent will provide limited review support of 40 hours on the project.

Any additional consultation after development of the Display Style Guide and the plans will be provided at AWU's specific request for an hourly fee.

5.2 SCADA DEVELOPMENT LAB SYSTEM

This activity will be to build the OASyS development system that will allow the Engineer to port the displays, database and reports in their Austin office. One trip for 5 days is included to build this system in the Engineer's Austin office. Additionally, 80 hours of remote technical support are included.

For that purpose, in two (2) workstations we will install temporary OASyS Licenses. Once all the system is about to be commissioned on-site, these workstations will be integrated to the system with their original licenses. Each workstation will have dual monitors attached. Once the system is operating on site, AWU will have their standard



Engineering Server to continue support and development for the SCADA system. Using these units as workstations and shifting the support to servers assures that changes made on these workstations are propagated to other nodes in the system. The final configuration will be one (1) Server will be located at the South Service Center and its main purpose is to be the main repository and all new displays, reports will be distributed from this one. The second will be located at Walnut Creek to be used as Test & Development System and be off-line all the time.

5.3 SYSTEM SET UP

Once all of the hardware is received in Calgary, the servers, workstations and network equipment will be setup according to Telvent's specific standards. This includes setting up the network domain. Once this is completed, the OASyS S/W will be installed including the necessary third party S/W.

The 3rd party S/W that must be installed and configured to Telvent standards as part of the SCADA system setup will include, but is not limited to, the following:

- Build the Microsoft Active Directory, adding the machines and services as required by OASyS.
- Install the O/S on all servers and workstations according to Telvent security guidelines (locked down out of the box)
- Configure properties on each server/workstation for necessary graphics card and network card settings
- Install SQL Server licenses on Historical Servers in a clustered configuration as required by the OASyS Historical Services.
- Install remote access client licenses on RAS servers
- Install and configure software on Engineering Server such as Visual Studio and source control S/W as needed by OASyS
- Install the System Drivers
- Support on the configuration of the Cisco 5350 or equivalent model. The support from AWU & Engineer is also needed. We estimated 2 days for this task, if more time is required then AWU will pay the difference.

5.4 Custom Software Applications.

Early in the project, Telvent will port the applications that are unique to this project and not part of baseline OASyS onto the Engineering server in Calgary. This effort will integrate these options into the latest version of OASyS DNA 7.5 available at the time. This effort also includes the time to unit test each of these applications in Calgary.

The following custom applications will be included:

	Custom Applications
1	Allen Bradley DF1 (PLC-5)
2	Micro 1C Modbus Subcode
3	Modbus TCP (Quantum Protocol)
4	Associated Alarm Inhibit
5	Collect Tag Description
6	DNP 3.0 Protocol TCP/IP
7	De-BLOB of Collect Data
8	Alarm Paging
9	DNP3 Serial
10	Dial Up Modem

Following the integration of these applications onto the AWU servers, the development system will be shipped to the City Engineer's offices.

In the existing system, there are some applications that are now part of the OASyS baseline:

- Alarm Diagnostic Help
- Hypertext Links, Shift Change
- V6.0 Trending
- Secondary Xyplex Port
- Modbus TCP Protocol



5.5 TRAINING (ON SITE)

The following training courses are included in the quotation. Telvent is recommending that all the courses should be delivered in Austin using Telvent's mobile classroom. Telvent's Educational Services Department will send a qualified and experienced team of trainers to cover the courses mentioned below. AWU will need to provide a classroom and facilities to perform those courses. Where possible, it is anticipated that five (5) courses could be completed in 5 (five) separate trips. The final training course (Operation & Control) will be provided once the system is installed in Austin and is receiving data from the field devices. The final order of the courses will be agreed during the project planning phase.

Courses to be provided (and estimated length):

- a. Component Integration and Administration (provided twice, 5 days each).
- b. Display Building and Reporting Services (5 days)
- c. Application Programming (5 days)
- d. Operation & Control (2 days)

Telvent proposes the training be delivered as follows:

- a. The first recommended course is for Component Integration and Administration for a total of 5 days. This course will be provided twice, the first time after the kick-off meeting and before we ship the SCADA Development system and will be provided to the Engineering firm and two (2) AWU people. The second course will be delivered before the FAT to AWU personnel only.
- b. The second course will be merging the Display Building course (3 days) and Reporting Services course (2 days). We recommend having this course after the Component Integration & Administration course.
- c. The following recommended course is dedicated to Application Programming (5 days in total)
- d. The last training session should be Operation & Control to be delivered on the installed system (not on the mobile classroom). The duration of this course is 2 days in length.

In proposed project schedule (Addendum C) there is a suggested timeline for these courses.

5.6 Pre FAT and FAT (In Calgary)

In order to ensure proper configuration and software integration, Telvent included two weeks for the Factory Acceptance Test duration. Telvent will provide the test procedure plan documents, that include the detailed tests for each part of the baseline product and the custom applications mentioned above. All applications software needs to be installed on the correct machines prior to the FAT.

Telvent included travel expenses for three people to attend the FAT from Austin (2 from City and 1 from Engineer).

5.7 INSTALLATION PHASE

Telvent installation experts will perform the installation and startup once the system is been shipped to Austin's Water Utility facilities. Before we start any work the Installation & Commissioning Plan (which defines the Integration and Start-up of the system) will be submitted by our project team to AWU.

Included in our proposal is the cost to travel on site, for one specialist and the project leader for a two (2) week period per station.



5.8 On-site commissioning support

On-site commissioning support is included below as requested to assist with any commissioning issues as well as with any startup and cutover issues. This estimate is in response to the hours requested by AWU.

To begin, one (1) week-long trip to each site will be followed by a total of two follow up trips that are three days each.

- a. Primary Site WDCS
- b. Primary site LSTS
- c. Follow up project support (LSTS)
- d. Follow up project support (WDCS)

The hours estimated for these activities are:

- One person, one trip for one week on WDCS Site (40 hours)
- One person, one trip for one week on LSTS site (40 hours)
- One person, one trip for three days as follow-up project Support on WDCS (24 hours)
- One person, one trip for three days as follow-up project Support on LSTS (24 hours)

Optionally, we included 2 additional weeks of on-site support (including travelling expenses) in case that at the time of commissioning the new Telecoms infrastructure is not ready. Also, one week of remote telephone support is included.

5.9 SITE ACCEPTANCE TEST

Once the new system is deployed, Telvent will execute the On-Site Acceptance Test, prior to the cutover of the existing system. Telvent will provide the Tests procedure and it is expected that AWU's official and the Engineer will perform additional testing as necessary. We estimated two weeks of on-site effort from our team.

5.10 WARRANTY SERVICES

As per AWU request, our quotation includes a twelve-month (12) warranty of the software and also includes one trip at the eleventh month to perform the onsite review. For this trip, two technical people will perform this activity in a two day visit.

5.11 VIP Annual Maintenance Program Agreement

In this SOW Telvent included an Annual Maintenance Program agreement for the new System. The annual maintenance program will become effective upon written acceptance of the System by the City.

5.12 ESCROW AGREEMENT

The customer has the right to request that Telvent enter into an Escrow Agreement where they deposit the source code into escrow after final acceptance. All costs associated with such an escrow agreement will be for the Customer's account

5.13 CYBER SECURITY SERVICES

As requested by the City, on the Cyber Security Telvent included in this SOW some activities to prepare documentation explaining the changes strengthening our OASyS Baseline. An updated version of this compliance can be found in the Schedule C "Cyber Security Section".

For those items where Telvent specified that additional services can be contracted under consultancy services Telvent has provided our hourly rate to be considered as Time and Materials work, as referenced in section 5.14, Optional Items.



These rates shall remain firm for the term of the Contract.

Regarding Trend Micro Officescan Antivirus, Telvent has conducted testing for compatibility of the baseline OASyS software with McAfee and Symantec anti-virus Software. Documentation has been generated for both products outlining key areas of current anti-virus Software configuration that must be configured for optimal stability and performance of OASyS DNA systems. For Telvent to test other AV solutions would require a project specific effort. The steps involved would include among other tasks: planning out the installation management software configuration, installing and configuring the install manager S/W, deploying to other servers and workstations, test/tune folder exclusions, both a basic and advanced OASyS baseline test, and documenting the full configuration. We estimate that this effort could be 2-3 man months of effort. Further to this estimate, testing would possibly be needed when new versions of OASyS and the AV S/W are released and deployed on the system. Finally, if issues arise after the testing that were not part of the test procedures, additional effort may be need to modify OASyS code or to further tune the AV software.

The level of effort can potential be reduced through a couple of means. First, if Austin Water Utilities is willing to take on the planning/design of the central server, and its configuration, effort by Telvent could be reduced. Second, testing of the interactions with OASyS could be done indirectly through the OASyS PreFAT or FAT testing that is already planned. Finally, if issues arise related to compatibility that requires Telvent investigation and rework, this could be treated on a Time & Materials basis so that hours are only charged if issues arise and need attention. This effort could be minimal if the alternate AV S/W proposed interacts with OASyS in a similar fashion to McAfee and Symantec.

5.14 OPTIONAL ITEMS

As per AWU request, we are including, the following optional items:

- Two additional weeks of start-up & Commissioning local support and one week of remote telephone support. If at the time of Commissioning the new Telecom infrastructure is ready, these additional services will not be necessary.
- 80 hours of Programming and configuration in case some modifications are needed
- Our hourly rate for SCADA Professional for any additional work to been identified yet.
- Additional two weeks of travel for Start-up & Commissioning (as described in the previous bullet)

Item	Description	Qty
<u>Optional items</u>		
<u>Services</u>		
1	Additional Two (2) weeks of integration (Start-up & Commissioning) effort 2 people	1
2	Programming & Configuration Services 80 hours	1
3	Hourly rate for SCADA Professional \$145.00	1
<u>Travel</u>		
1	Start-up & Commissioning: Two weeks on-site	1

Table 4. Optional Items

PERMITS AND LICENSES

Telvent shall obtain and be responsible for all permits, licenses and other governmental authorizations including import/export fees, duties and taxes which must be obtained in Telvent's name and which are necessary for the performance of the Work.

DOCUMENTATION.

Telvent shall, if part of the Deliverables, supply one copy of each of the following documentation in English:

- System Configuration and Administration
- Operation Manual Database Reference Administration Procedures
- Design and Configuration Procedures

City may make copies of the Telvent supplied documentation for City's own internal purposes relating to the use of the System, provided that all of Telvent's copyright, patent, trademark, or other notices, proprietary legends, or restrictions are not removed or altered. In the case of documentation for third party products supplied by Telvent, Telvent will provide the documentation in the form and quantity as received by Telvent from the third party vendor.

APPROVAL OF WORK.

(a) All Work furnished by Telvent is subject to approval by City's Project Manager, and any defective Work shall be corrected or redone at no additional cost to City. Neither the making or failure to make an inspection of the Work by City nor final payment to Telvent shall relieve Telvent of its obligations to conform to all of the requirements of this Agreement and to correct faulty or defective Work.

(b) City shall promptly review documents submitted for approval and provide responses if required in order to permit the Work to proceed on schedule. The total review and approval time for each design/definition document (such as the System Configuration Plan and Application Definition Documents) including all revisions to such documents, shall not exceed twenty (20) days, or an appropriate adjustment to the Project Schedule shall be made.

PROJECT REPORTING AND SCHEDULES

Bi-Weekly Reports - Bi-weekly progress reports by conference call or e-mail will be made every second working Thursday, or first working day after a non-working Thursday. The report will include the following topics:

- Activities completed last week
- Activities planned but not completed last week Corrective action for work not completed Planned activities for the following week
- City action items

Monthly Reports - Monthly progress reports will be issued by the end of the first week of each month. The report will include the following:

- Outstanding problems and issues



- Items accomplished since last report, including planned and actual percent complete for each task, phase and project
- Items planned to be accomplished next month
- Summary of updates to the project schedule
- Summary of milestone payments

Pending change order requests- An updated project schedule based on and incorporating the required milestone completion dates and showing the order in which Telvent will perform the Work and projected dates for the start and completion of separable portions of the Work

Updating of Project Schedules - The updated project schedules shall be used as the basis for progress reporting, schedule controlling and forecasting. At regular intervals, Telvent shall revise the Project Schedule to include the effect of changes or additions to the Work as authorized by a change order signed by City's Project Manager and to reflect actual Work progress and shall resubmit it to City for approval.

FACTORY ACCEPTANCE TESTING

(a) The System shall be staged, connected together, and tested as a system at Telvent's facilities before shipment to City's installation site. The testing shall be jointly conducted by Telvent and City. City shall provide a sufficient number of City personnel to actively support Telvent and participate in carrying out the testing in the time scheduled for FAT in the Project Schedule. The testing shall demonstrate, to the extent possible without field conditions, that the Work satisfies all requirements stated in Schedule "A" (the "FAT"). Telvent shall perform the FAT in accordance with the approved FAT Plan and with the attendance of the City Project Manager, or his designee.

(b) At least thirty (30) days before the date established for FAT as shown in the Project Schedule, Telvent shall provide for City's approval, test procedures for carrying out the FAT. The FAT procedures document (the "FAT Plan") shall:

- For each test, indicate the test number, name and description
- Describe each step by step procedure, state the expected results at each step and provide space to record the actual results
- provide space to record approval by both parties of each test
- provide descriptions in detail rather than simply referring to other documents

(c) Problems found during FAT shall be recorded in a problem log to be maintained by Telvent. Telvent shall correct all problems noted during performance of the FAT and the corrections shall be noted and described in the problem log. After correction of all problems noted, Telvent shall re-test (by repeating tests from the FAT Plan) any portion of the Work affected by the problem and perform any other testing that is necessary to verify correction of the problem. Telvent shall document and correct all problems, and verify correct operation after corrections are made.

(d) FAT shall be considered complete, for payment purposes, when only minor deficiencies remain outstanding. Minor deficiencies shall mean minor omissions and/or minor defects which do not prevent the System from being substantially capable of being used for its intended purpose. The parties shall agree on a deficiencies list which will be attached to an FAT Certificate to be signed by City.

(e) Telvent shall prepare a report of the test results in accordance with the FAT Plan and submit the report to City for review within five (5) work days after completion of the FAT. City will review the report and return the report with comments within five (5) work days after receipt of the report. If City does not notify Telvent of its acceptance



or rejection of the System within ten (10) days of receipt of the test results, FAT shall be deemed to have been accepted by the City and the System shall be shipped.

Test Equipment - City shall supply to Telvent at least one complete RTU capable of supporting each communication protocol type to be utilized in the System, for the purposes of development of protocol drivers and testing during FAT.

SITE ACCEPTANCE TESTING & RELIABILITY TEST

(a) Unless otherwise agreed to by the parties, the deficiencies identified during FAT shall be rectified before the start of SAT.

(b) At least thirty (30) days before the date established for SAT of the System as shown in the Project Schedule, Telvent shall provide for City's approval, test procedures for carrying out the SAT of the System. Telvent shall notify City that the System is ready for the SAT seven (7) calendar days prior to the scheduled start date of the SAT.

(c) SAT shall consist of structured testing which shall be performed in accordance with the approved SAT Plans and shall demonstrate that the System satisfies all requirements of this Agreement. The SAT shall consist of an abbreviated FAT provided that no significant unexpected results are encountered. Only requirements contained in this Agreement shall be tested. The SAT will include testing of communications to each type of PLC in order to demonstrate the functioning of

each protocol driver development for the project, but will not include point by point testing of each I/O point for each PLC. This type of testing will be conducted by City personnel.

(d) Telvent shall correct all deficiencies found during performance of SAT and update the documentation to reflect any changes. After correction of all problems noted, Telvent shall re-test (by repeating tests from the SAT Plan) any portion of the Work affected by the problem and perform any other testing that is necessary to verify correction of the problem. Telvent shall document and correct all problems, and verify correct operation after corrections are made.

(e) Telvent shall prepare a report of the SAT results in accordance with the SAT Plan, and submit copies of the report to City's Project manager for review within five (5) working days after completion of the SAT.

RELIABILITY TEST

(a) Upon completion of the SAT, the SCADA System will enter a thirty (30) day reliability test period and will be run in parallel to the existing system. At the end of this period the OASyS SCADA System will be cut over and put into commercial operation.

(b) In the event that City commences commercial operational use of the SCADA system before completion of the Reliability and Performance Test, as indicated in the Project Schedule, Telvent shall not be responsible for any damage that results from the use of the system. In addition, the milestone payments for completion of Reliability and Performance Test shall be released to Telvent and the warranty period will commence. This shall not release Telvent from its obligations under the Contract.



SCHEDULES

SCHEDULE A – "PRICE AND PAYMENT TERMS"

TELVENT

Schedule "A"

Price & Payment Provisions

1. As full and complete compensation for Telvent's performance of the Work and all of Telvent's obligations hereunder in accordance with the terms and conditions of this Agreement. City shall pay Telvent the lump sum amount of \$1,155,843 (USD) which shall be invoiced to City by Telvent in accordance with the Milestones and percentages shown below.
2. Upon completion of each Milestone, Telvent shall present a written certificate to City's Project Manager for signature which identifies the Milestone, states all requirements for completion of the Milestone have been satisfied, and is signed by Telvent's representative.
3. Except as provided herein, the compensation payable to Telvent under paragraph 1 above, constitutes the entire compensation due Telvent for the Work. The Price and the rates or prices set forth shall not be subject to escalation for any reason.

PAYMENT WITH MILESTONES

Milestone Number	Description	% of Total Price	Amount
1.	Mobilization	15%	\$173,376.45
2.	Submittal of Design Documentation & First Onsite Training	15%	\$173,376.45
3.	Receipt of Hardware and Baseline OASyS Setup & Development Lab Setup	10%	\$115,584.30
4.	Factory Acceptance Testing	20%	\$231,168.60
5.	Site Acceptance Testing	20%	\$231,168.60
6.	Final System Acceptance (to include completion of punch list items)	10%	\$115,584.30
7.	As Builds, System Documentation, Training & One Year VIP Maintenance	10%	\$115,584.30
TOTAL LUMP SUM PRICE		100%	\$1,155,843.00

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Our scope includes the following:

A. Base Price for SCADA System Upgrade to DNA 7.5

Item	Description	Qty	Extended Price USD\$
<u>OASyS DNA Licenses</u>			\$234,777
1	RealTime Services Hot	2	
1.1	RealTime Services Standby	2	
2	Historical Services Hot	2	
2.1	Historical Services Standby	2	
3	Engineering Server	1	
4	Remote Client Services	2	
5	Remote Access Server (for Thin Clients)	2	
6	Operator Station (ezXOS)	19	
7	XE - eXtended Editor (screen development)	2	
8	ezXOS Concurrent Client (Thin clients, view only)	10	
9	ezXOS Concurrent Client (Thick clients, Control)	10	
10	OASyS DNA Enterprise OPC Server	2	
11	OASyS DNA Reporting Services	1	
12	OASyS Engineering Station (server) for Walnut Creek WWTP	1	
<u>Third Party Licenses</u>			\$12,510
1	PageGate Software	2	
2	Sub Version Source Control	2	
3	Domain Startert Pack	2	
<u>SCADA Hardware</u>			\$36,957
1	Terminal Server LX-4048T-002AC (MRV LX Series)	4	
2	Digital Bridge Card Cage - Offset	2	
3	Channel / Splitter Card	32	

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Item	Description	Qty	Extended Price USD\$
<u>Services Project Implementation</u>			\$407,975
1	System Design and Kickoff		
2	Workshop 1 (Display building) on-site 2 people		
3	Workshop 2 (remotely), 1 week of work for 1 person and 1 day for review		
4	SCADA Development System		
5	Build Custom Applications (in Calgary)		
6	System Set up		
7	Pre FAT		
8	FAT (in Calgary)		
9	Installation Phase		
10	Start Up & Commissioning (Site LSTS)		
11	Start Up & Commissioning (Site WDCS)		
12	Site Acceptance Testing		
13	Follow Up Project Support (LSTS)		
14	Follow Up Project Support (WDCS)		
15	New Week of Site Acceptance Testing		
16	Additional One (1) week of remote support, 1 person		
17	Reporting Services MS SQL		
18	Workshop 1 (Display expert on-site)		
19	Workshop 2 (remote support)		
20	OASys DNA OPC Server		
21	DataMart Configuration		
<u>Cyber Security Services</u>			\$131,849
System Hardening, Heartbeat Signals, Account Auditing, Coding for Security, Malware Detection, Remote Access Secure, Antivirus testing			
<u>Travel Expenses for Services</u>			\$90,282
1	Kickoff meeting, 2 people - 3 days		4,241
2	Training Component Integration & Administration No.1, 1 person - 6 days		5,947
3	Training Display Building & Reporting Services, 1 person - 6 days		5,947
4	Display Workshop, 2 people - 3 days		5,702
5	SCADA Development System Installation, 2 people - 6 days		6,546
6	Training Component Integration & Administration No.2, 1 person - 6 days		5,947
7	Training Applications Programming, 1 person - 6 days		5,947
8	Factory Acceptance Test (FAT) Customer travel to Calgary, 3 people - 12 days		14,385
9	Installation Phase, 2 people - 13 days		10,679
10	Start-up & Commissioning WDCS, 1 person - 6 days		3,990
11	Start-up & Commissioning LSTS, 1 person - 6 days		3,990
12	Training Operations & Control, 1 person - 3 days		3,018
13	Site Acceptance Test, 1 person - 12 days		7,255
14	Follow-up project support WDCS, 1 person - 4 days		3,342
15	Follow-up project support LSTS, 1 person - 4 days		3,342
<u>Training for OASys DNA</u>			\$67,833
<u>OASys DNA One- year Warranty</u>			\$45,204
<u>Contract Performance Bond</u>			\$15,532
<u>Annual VIP Maintenance Contract</u>			\$66,876
WDCS & LSTS SCADA Improvement HW & SW total price:			\$1,109,795
			USD

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is part of

Schneider
Electric

- 3 -

B. Optional Prices

Item	Description	Qty	Price USD\$
	<u>Optional items</u>		\$46,048
	<u>Services</u>		
1	Additional Two (2) weeks of integration (Start-up & Commissioning) effort 2 people	1	\$21,642
2	Programming & Configuration Services 80 hours	1	\$17,010
3	Hourly rate for SCADA Professional \$145.00		
	<u>Travel</u>		
1	Start-up & Commissioning: Two weeks on-site	1	\$7,396

C. Price Summary:

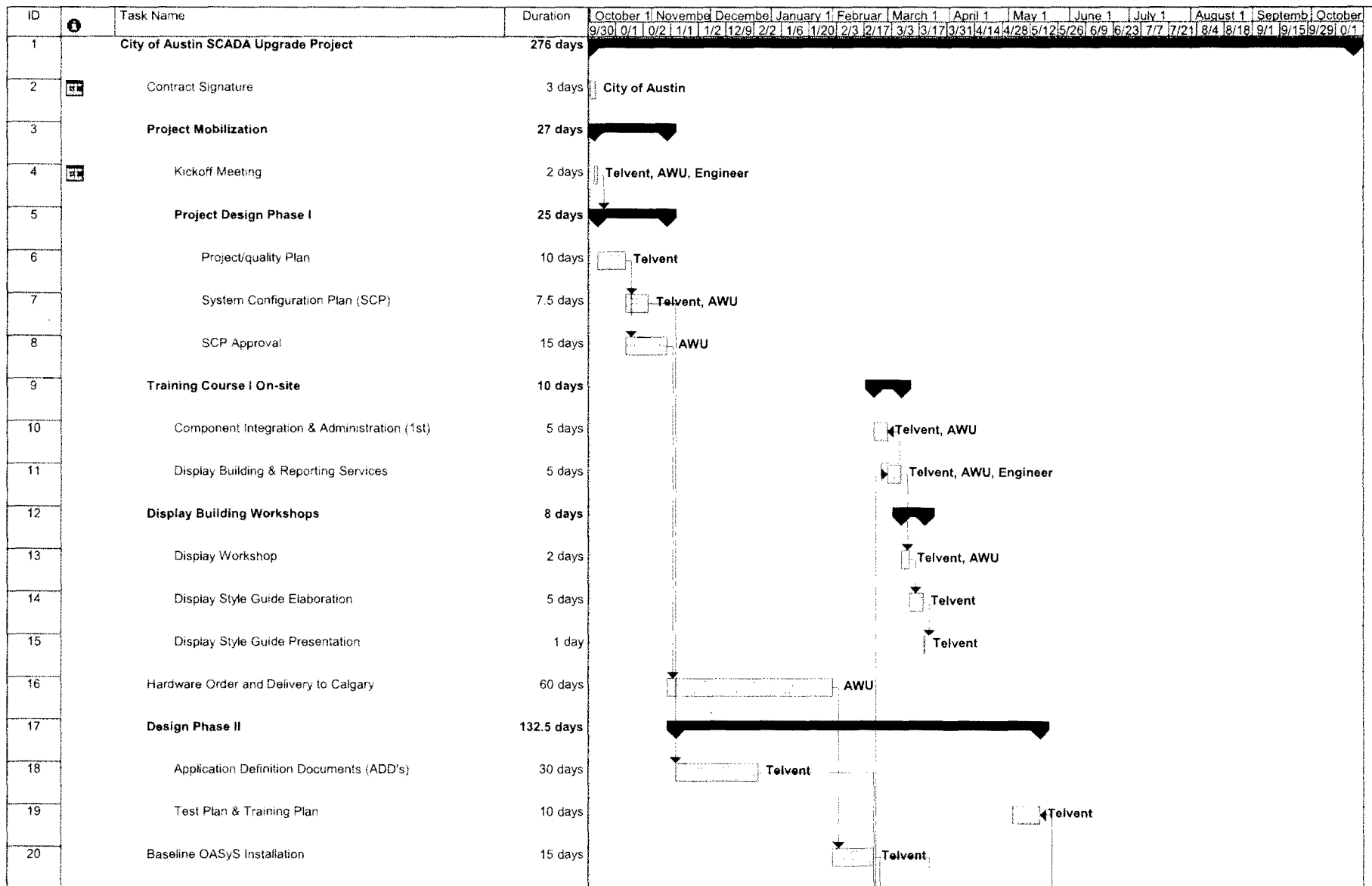
Description	Price USD\$
<u>Base Proposal Price</u>	
<u>OASyS DNA Licenses</u>	\$234,777
<u>Third Party Licenses</u>	\$12,510
<u>SCADA Hardware</u>	\$36,957
<u>Services Project Implementation</u>	\$407,975
<u>Security Services</u>	\$131,849
<u>Travel Expenses for Services</u>	\$90,282
<u>Training for OASyS DNA</u>	\$67,833
<u>OASyS DNA One- year Warranty</u>	\$45,204
<u>Contract Performance Bond</u>	\$15,532
<u>Annual VIP Maintenance Contract</u>	\$66,876
<u>Optional Items</u>	
<u>Programming Services + Additional Services</u>	\$46,048
WDCS & LSTS SCADA Improvement SW & services total price:	\$1,155,843
	USD

Notes:

- A. All prices are in \$USD (US Dollars)
- B. Any Bonds applicable to this contract will be extra
- C. Equipment subject to verification at time of purchase
- D. Services shall be provided under the Terms and Conditions as identified Telvent's Standard terms and Conditions
- E. AWU will enter into a Software License Agreement with Telvent for the use of the Licenses.
- F. All prices have been quoted in US dollars and do not include any applicable taxes, additional bonds, commissions, duties or other fees. Our current understanding is that there will not be any taxes for this project.

SCHEDULE B – “PROJECT SCHEDULE”

Project Schedule shall be updated by Telvent to reflect the actual notice to proceed prior to commencing work.
Project Schedule shall be reviewed and approved by the City in writing prior to Telvent commencing work.



Project: AWU Project schedule v0.3
Date: Thu 6/21/12

Task

Split

Progress

Milestone

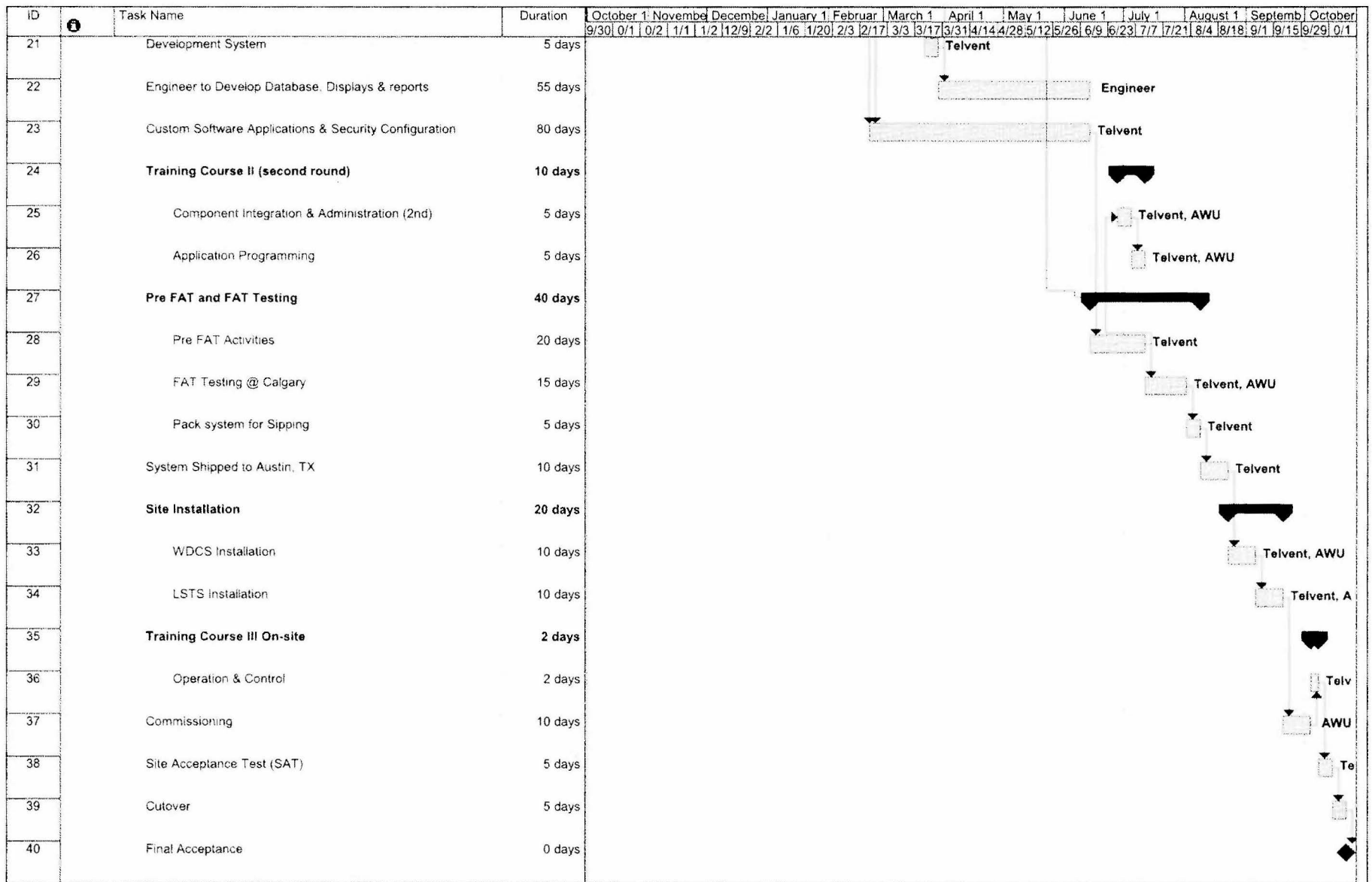
Summary

Project Summary

External Tasks

External Milestone

Deadline



SCHEDULE C – “CYBER SECURITY SECTION”

- C.1 Cyber Security Matrix

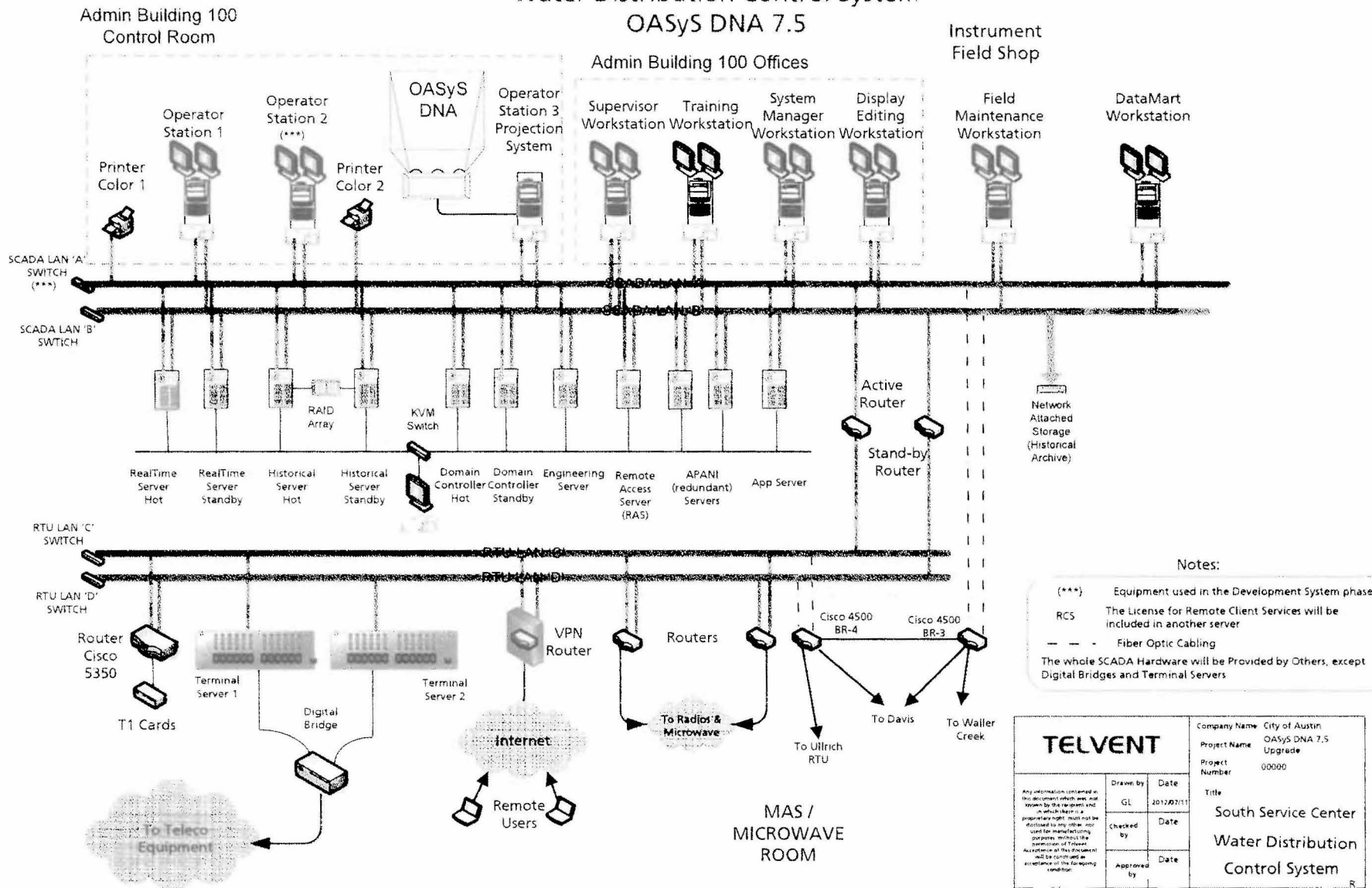
Proposal for a OASyS 7.5 SCADA Replacement & Upgrade
Austin Water Utility

TELVENT

SCHEDULE D – "SYSTEM'S ARCHITECTURE DRAWING"



City of Austin South Service Center Water Distribution Control System OASys DNA 7.5



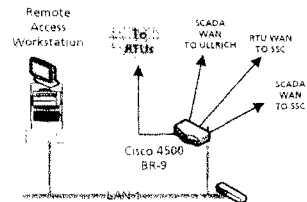
Notes:

- (***) Equipment used in the Development System phase
 - RCS The License for Remote Client Services will be included in another server
 - Fiber Optic Cabling
- The whole SCADA Hardware will be Provided by Others, except Digital Bridges and Terminal Servers

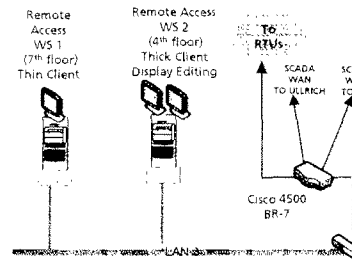
TELVENT				Company Name: City of Austin	
Any information contained in this document which was not written by the drafter and is not a part of the project shall be the property of the City of Austin and shall not be used for manufacturing purposes without the permission of the City of Austin. All information in this document shall be controlled and accepted by the drafter.				Project Name: OASys DNA 7.5 Upgrade	
				Project Number: 00000	
				Title: South Service Center Water Distribution Control System	
File: Jul_12v.17 Visio 2003	Scale: NTS	Dwg Size: B	Drawing Number: 0000xx-000-000	Sheet: 1 of 1	Revision: 1

City of Austin
Water Distribution Control System
Remote Workstations

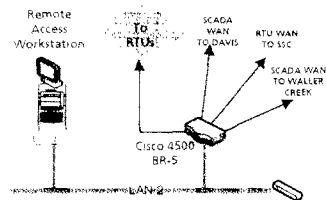
DAVIS WATER
TREATMENT PLANT



WALLER CREEK CENTER



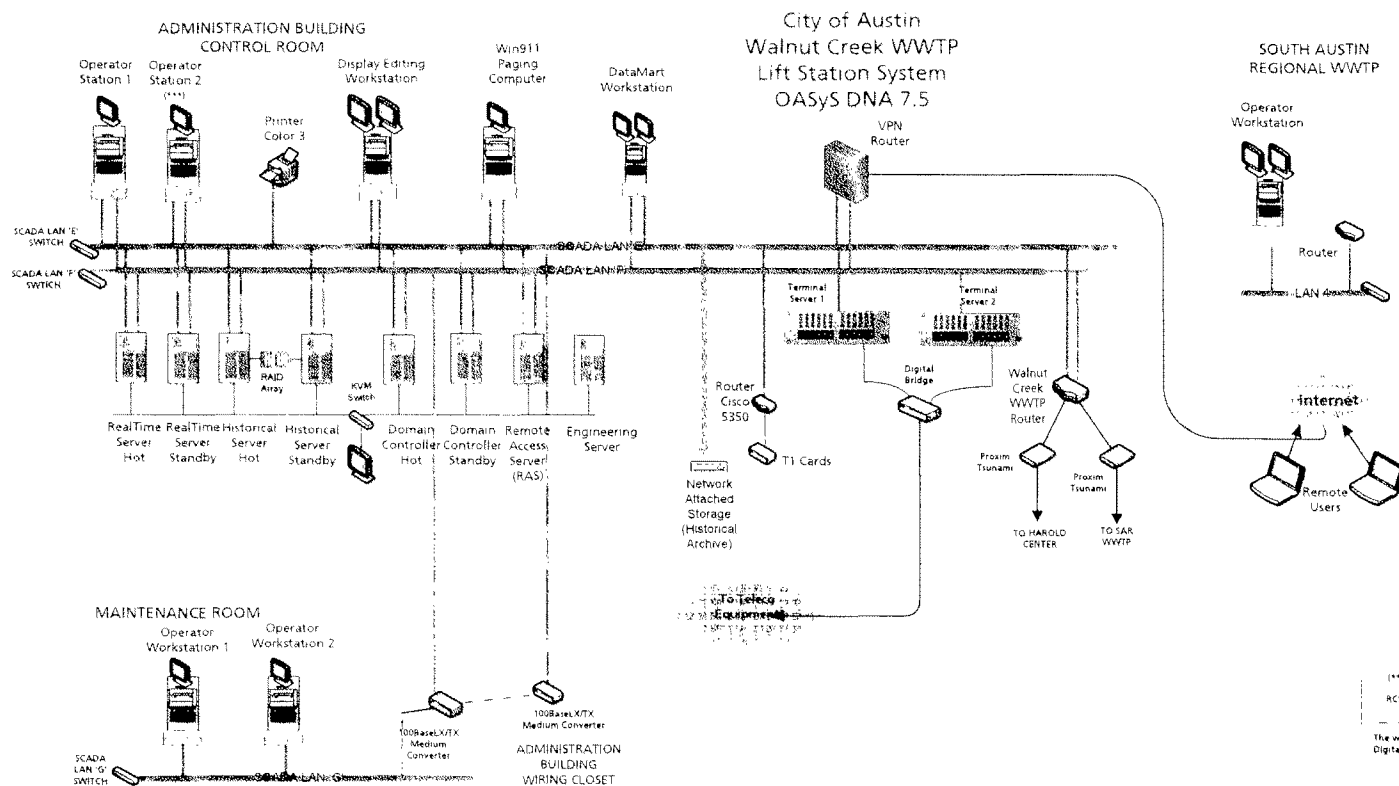
ULLRICH WATER
TREATMENT PLANT



Notes:

- (**) Equipment used in the Development System phase
- Fiber Optic Cabling
- The whole SCADA Hardware will be Provided by Others

TELVENT <small>Any information contained in this document which was not approved by the project and in which there is a proprietary right must not be disclosed to any other person without the permission of Telvent. Assistance in this document will be considered as assistance of the foregoing condition.</small>		Drawn by	GL	Date	2012/07/12
		Checked by		Date	
		Approved by		Date	
		File	000000	Scale	NTS
Title South Service Center Water Distribution Control System Remote Users		Drawing Number	0000xx-000-000	Sheet	1 of 1
		Rev	1		



Notes:

- (***) Equipment used in the Development System phase
 - RCS The License for Remote Client Services will be included in another server
 - Fiber Optic Cabling
- The whole SCADA Hardware will be Provided by Others, except Digital Bridges and Terminal Servers

TELVENT		Company Name		City of Austin	
		Project Name		OASys DNA 7.5 Upgrade	
		Project Number		00000	
Any information mentioned in this document which may not be known by the recipient and in which there is a proprietary right, must not be disclosed to any other person used for manufacturing purposes, without the permission of Telvent. Acceptance of this document will be construed as acceptance of the foregoing condition.	Drawn by	Date		Walnut Creek WWTP Lift Station System	
	00	20/10/2012			
	Checked by	Date			
	Approved by	Date			
File: 0000000	Scale	Drawn by	Drawing Number		Sheet
Ver: 2003	NTS		0000xx-000-000		1 of 1
					1

SCHEDULE E – "PROJECT RESPONSIBILITY MATRIX"

City of Austin WDCS SCADA Project
Task Matrix

Task No.	Activity Key: L = Lead, P = Participant, I = (Provide) Input	Telvent	Design - Eng	AES - Eng	SDC - Eng	City	Contractor
1-1	Kickoff Meeting for Telvent	L	P	P	I	P	
1-2	Prepare Project Schedule ^{1,2}	P	L			P	
1-3	Training on OASys System for Engineer in Austin (upto 8 trainees)	L	P	P		P	
1-4	Export Draft of IO Database from the Existing SCADA Systems for SIDG	P		P		L	
1-5	Initial Display Standard Workshop with AWU staff, Telvent and CH2M HILL	P	L	P		P	
1-6	Prepare Draft System Integration Design Guide (SIDG)	P	P	L			
1-7	Workshops with the Operations Staff to review the SIDG	P	L	P		I	
1-8	Review SIDG	P		P		L	
1-9	Prepare List of Submittals	P	L		P	P	
1-10	Specify the Servers, Workstations and Network equipment	L	P	P		P	
1-11	Provide information regarding SCADA server racks (dimensions and heating)	L	P	P		P	
1-12	Develop Detailed System Architecture Drawings (in Visio)	L	P	P		I	
1-13	Develop Drawings and Specs for Consoles and Large Screen Monitors	I	L	P		P	
1-14	Develop Specifications for Dial-Up Modem (Cisco 5350)	P	L	P		I	
1-15	Develop Electrical / UPS Design / HVAC Modifications	P	L			P	
1-16	Develop Designs for Lift Station RTU Modifications		L	P		I	
1-17	Submit Detailed Design Construction Documents for Bid		L			P	
1-18	Kickoff Meeting for Construction Phase	P	L	P	P	P	P
1-19	Prepare Submittals for Electrical, HVAC and Instrumentation Work						L
1-20	Prepare Submittals for Lift Station RTU Work						L
1-21	Approval process from customer of the final design	P	I			L	I
1-22	Purchase Servers and Workstations	I	P	P		L	
1-23	Purchase SCADA system LAN-specific network equipment	I				L	
1-24	Ship all Servers and Workstations to Calgary	L				P	
1-25	Purchase Consoles and Large Screen Monitors		P	P		I	L
1-26	Review Submittals (Electrical, Instrumentation, HVAC & Network Equipment)	I			L	I	
1-27	Export IO Database (final version) from the Existing SCADA Systems	P		L		P	
1-28	Develop System Database from Existing SCADA systems ³	P		L		I	
1-29	Provide RAW Historical Data (DataMart Tables) Information to Telvent			L		P	
1-30	Configure SCADA Servers and Workstations	L		I		I	
1-31	Install Software Drivers (Modbus, DNP3, DF1) on Servers	L					
1-32	Install Development System in the CH2M HILL Austin SCADA Lab ⁴	L		P		I	
1-33	Configure SCADA Displays	I		L		P	
1-34	Configure SCADA Alarms and Trends	I		L		I	
1-35	Configure Historical Database and Reports	I		L		I	
1-36	Configure System and User Groups for Security Settings ⁵	L		P		P	
1-37	Configure User Security Accounts	I		L		P	
1-38	Configure Communication with DataMart	I		L		I	
1-39	Provide Sample PLCs and Programs to Telvent					L	
1-40	Training for remaining City Staff in Austin	L				P	
1-41	Develop Factory Acceptance Test (FAT) Procedures	L		P		I	
1-42	Review FAT Procedures			L		P	
1-43	Conduct pre-FAT in Austin SCADA Laboratory	I		L		P	
1-44	Coordinate and conduct Factory Acceptance Test (FAT)	L		P		P	
1-45	Develop FAT Punch list	P		L		P	
1-46	Correct FAT Punch list items	L		P		P	
1-47	Provide Draft Submittals for O&M Manuals (for CH2M to complete)	L					
1-48	Review Draft O&M Manuals			P		L	P

City of Austin WDCS SCADA Project
Task Matrix

Task No.	Activity Key: L = Lead, P = Participant, I = (Provide) Input	Telvent	Design - Eng	AES - Eng	SDC - Eng	City	Contractor
1-49	Ship all equipment from Calgary to City of Austin	L		I		I	
1-50	Prepare Switchover SCADA System Plan from 5.2 to DNA 7.5 ⁵	L		P	P	P	
1-51	Review of Switchover SCADA System Plan			P	L	P	P
1-52	Installation of SCADA HW	L				I	P
1-53	Remove and uninstall the LSTS Dial-up System			P			L
1-54	Purchase and install the new Dial-Up System at the LSTS Center	I		P	I	P	L
1-55	Configuring the new Dial-Up System at the LSTS Center	P		I		I	L
1-56	Remove and uninstall Dial-up WDCS System	P			P		L
1-57	Purchase and install the new Dial-Up System at the WDCS Center	I		P	I	P	L
1-58	Configuring the new Dial-Up System at the WDCS Center	P		L		I	P
1-59	Install DNP3 Protocol Convertors at the Lift Station RTUs			P		I	L
1-60	Configure DNP3 Protocol Convertors at the Lift Station RTUs			L			P
1-61	Install Large Screen Monitors	I		I		I	L
1-62	Program and Configure Large Screen Monitors	P		L		I	
1-63	Purchase & install Network Equipment	I		P	I	P	L
1-64	City to provide Network configuration standards					L	
1-65	Configure the Network Equipment	L		P		I	P
1-66	Submit test procedures and test forms	L			P	I	
1-67	Develop Site Acceptance Test (SAT) Procedures	L		P	I	I	
1-68	Review SAT Procedures	P		P	L	P	
1-69	Provide updated O&M Submittals to Engineer	L		P		I	
1-70	Conduct Switchover at WDCS	P		L	I	P	P
1-71	Test SCADA System / Switchover at WDCS	P		L	I	P	P
1-72	Conduct Switchover at LSTS	P		L	I	P	P
1-73	Test SCADA System / Switchover at LSTS	P		L	I	P	P
1-74	Test new Dial-Up System at LSTS	P		L	I	P	
1-75	Test Network Monitoring	L		P	P	P	P
1-76	Develop Punch list Items				L	P	
1-77	Attend to Punch list items	P		P	L	I	P
1-78	Training for Operators and Maintenance Staff	P		P	L	P	P
1-79	Provide Second Draft Submittals for O&M Manuals	P		P	L	I	P
1-80	Review O&M Manual Submittals				P	L	
1-81	Provide O&M Manuals (Final Version)	P			L		
1-82	Provide SCADA License / Escrow Information to City	L				P	
1-83	Warranty Services	P		P	P	P	L

Notes:

- 1 Telvent to provide the City with their estimated schedule
- 2 CH2M to incorporate Telvent's schedule with Telvent's Schedule to prepare a Master Project (Phase) Schedule
- 3 Telvent to provide CH2M HILL with database exporting functions / applications
- 4 Development System to include 2 machines and the software drivers for Modbus and DNP3
Telvent to prepare a plan on conducting the switchovers for both sites while maintaining the new and old systems in parallel.
- 5 This plan won't include any items on the field, define work areas where AWU personnel will be participating, communications channels to be used, etc. decisions to be made are City's responsibilities
- 6 CH2M to investigate if the Cisco 5350 can replace the Dialup Modem at the WDCS
Telvent to provide updated Scope of work based on this matrix, including Unit Pricing for support services for the subsequent phases
- 7
- 8 This matrix has been updated based on the Meetings that were held on March 8th and 9th 2011, which were attended by the City of Austin, Telvent and CH2M HILL.
- 9 This matrix has been updated by Telvent on its response on June 2012

Proposal for a OASys 7.5 SCADA Replacement & Upgrade
Austin Water Utility

TELVENT

SCHEDULE F – "FINAL ACCEPTANCE CERTIFICATE"





City of Austin

Austin Water Utility

FINAL ACCEPTANCE CERTIFICATE

The system and/or work provided by Telvent, as described herein, is complete and satisfies contract requirements. This certificate authorizes payment of all invoices.

Project:	Date of Completion:	
AWU Project Manager:		
Task/Deliverable Name:		
1. Test Procedures: 2. Test Forms:		
Project Team Signoff This task conforms to agreed requirements/specifications and complies with attached Test Procedures and Test Forms as listed above.		
List Team Name, Department	Signature	Date
Warranty End Date (s):	XX/XX/XX	

Proof of Compliance

- ☐ Samples of accepted documents attached
- ☐ Outstanding issues with resolution plans attached

Accepted this day _____

Project Manager Signoff: _____ Date: _____

Executive Sponsor Signoff: _____ Date: _____

OASyS DNA Software License Agreement

between

Telvent USA, LLC

and

City of Austin, Austin Water Utilities

OASyS DNA Software License Agreement

This Software License Agreement ("License Agreement") is made and entered into by **Telvent USA, LLC** a Delaware limited liability company having offices at 14400 Hollister Rd, Houston, Texas, 77066 ("Telvent"), and **City of Austin, Water Utility Group**, a political subdivision of the State of Texas, with offices at P.O. Box 1088 Austin, Texas 78767 ("Licensee").

For and in consideration of the license fee to be paid by Licensee to Telvent and the mutual covenants which are herein contained, the parties hereto agree as follows:

Article 1 - Definitions

- (a) **"Affiliate"** means any corporation or other entity which is controlled by Licensee or is controlled by the same corporation or entity which controls Licensee. A corporation or other entity shall be deemed to control another corporation or entity if it, directly or indirectly, owns more than fifty (50%) percent of the voting shares or other interest, or has the power to elect more than half the directors or representatives of such other corporation or entity.
- (b) **"Binary"** (sometimes called "machine language") means the series of binary numbers, including binary addresses of computer memory locations, which is translated from "Source" and address definitions, and which can be loaded into computer memory and executed, thereby performing the specified computer function.
- (c) **"Business Use"** means Licensee's internal use of the Licensed Program on the System in connection with the facilities of Licensee identified in the Contract.
- (d) **"Contract"** means the Agreement between Licensee and Telvent with respect to the System, and designated as Contract No. VA13000038, dated the 11 day of December, 2012.
- (e) **"DES"** means Display Editing Station. This is Telvent's standard operator station based on Microsoft Windows Client standards and provides the Graphical User Interface (GUI) to the SCADA system applications plus AutoCAD to allow for editing of displays.
- (f) **"Dual Redundant"** means:
 - (i) in the case of a bundled RealTime Services/Historical Services license, a configuration in which Telvent's RealTime Services, Historical Services and applications software are installed on each of two servers forming part of Licensee's System, with one server being the "hot" or operational server and the other acting as a standby, so that only one copy of the RealTime Services, Historical Services and applications software will be accessed by the licensed Seats indicated in Appendix "A", attached hereto and made a part of this License Agreement, at any particular point in time.
 - (ii) In the case where Licensee has purchased individual (unbundled) licenses for RealTime Services and Historical Services, a configuration in which the RealTime Services, Historical Services and applications software are installed on two separate "hot" or operational servers (RealTime Services on one and Historical Services on the other) with a copy of the RealTime Services, Historical Services and applications software each installed in the same manner on two separate additional servers acting as a standby, so that only one copy of the RealTime Services, Historical Services and applications software will be accessed by the licensed Seats indicated in Appendix "A" at any particular point in time.

- (g) **"ES"** means Engineering Station. This software provides management, monitoring and configuration tools to enable addition of users and system nodes, centralized data and program distribution, and database, report and graphics management.
- (h) **"Historical Services"** means Telvent's historical subsystem incorporating a relational database, where data from RealTime Services is stored and archived.
- (i) **"Licensed Program"** means all software, documentation and manuals that are delivered by Telvent to Licensee including, but not limited to, standard software, custom software, third party software as more particularly described in Appendix "A" of the License Agreement, this includes the Telvent Software, Third Party Software and any updates and revisions thereto provided by Telvent during warranty or pursuant to a maintenance/support or upgrade License Agreement;
- (j) **"RealTime Services"** means Telvent's memory resident real-time SCADA database, and real-time services such as control and data acquisition.
- (k) **"Run Time"** means, in the case of any Third Party Software designated as "Run Time" in Appendix "A" that such software may only be used by Licensee as a part of the Telvent Software and may not be used separately as a stand alone software program.
- (l) **"Seats"** means the XOS, ES stations and non-XOS computers (if any), described in Appendix "A" with access to the RealTime Services, Historical Services and applications software installed on the servers forming part of the System.
- (m) **"Site(s)"** means those locations at which the Licensed Program will run or be stored as backup as listed in Appendix "A", or as changed from time to time upon notification by Licensee.
- (n) **"Source Code"** means the series of computer language statements in programmer readable form (for example, Assembly Language, C, C++, Basic, 4GL, SQL), embodied in either magnetic disk or tape, which forms a software program or group of programs from which a computer can be made to perform specified functions after the Source has been translated into "Binary" executable code.
- (o) **"System"** means the **ABCWUA OASYS SCADA System** - San Juan Chama Water Treatment Plant, as identified and described in the Contract and consisting of the control centers, servers and work stations as shown in the system configuration diagram attached hereto as part of Appendix "A".
- (p) **"Third Party Software"** means the Object Code or Binary, versions of the computer programs licensed to Telvent by Telvent's licensors and embedded in or bundled with the Licensed Program, as listed in Section 4 of Appendix "A" of this License Agreement.
- (q) **"Triple Redundant"** means a Dual Redundant configuration in which an additional copy of the RealTime Services and Historical Services software is installed on a server located at a separate off-site location acting as an emergency/contingency backup, so that only one copy of the RealTime Services, Historical Services and applications software will be accessed by the licensed Seats indicated in Appendix "A" at any particular point in time.
- (r) **"Telvent Software"** means the Telvent software described in Section 3 of Appendix "A" of this License Agreement which, unless expressly indicated otherwise in Appendix "A", shall be supplied in Binary format only.

- (s) **"XOS or ezXOS"** means eXtended Operator Station. This is Telvent's standard operator station based on Microsoft Windows Client standards and provides the Graphical User Interface (GUI) monitoring and control.

Article 2 - License

- 2.1 **Licensed Program.** Telvent hereby grants to Licensee a perpetual, non-transferable, non-exclusive, royalty free license to use the Licensed Program solely on the System described herein for Licensee's Business Use, under the terms and conditions herein contained ("License").
- 2.2 **Network / Client-Server License.** This License granted by Telvent to Licensee is a network license. Telvent's RealTime Services and Historical Services software will be installed on servers forming part of Licensee's System in the configuration as shown in Appendix "A" (ie. single, Dual Redundant or Triple Redundant). The RealTime Services, Historical Services and application Software may be accessed by the number of Seats specified in Appendix "A".
- 2.3 **Concurrent Users.** If any Licensed Program program is shown in Appendix "A" as being licensed for access by a specified number of concurrent users, "Concurrent Users" means the total number of users accessing that Licensed Program program at any one time.
- 2.4 **Multiplexing.** Use of Licensed Program or hardware which reduces the number of Seats or Concurrent Users directly accessing the Licensed Program (sometimes called "multiplexing or pooling") does not reduce the number of Seats or Concurrent Users required to be licensed. The Seats or Concurrent Users required to be licensed would be equal to the number of distinct inputs to the multiplexing software or hardware.
- 2.5 **Third Party Software.** Telvent warrants that it has the right to sub-license the Third Party Software to Licensee in accordance with the terms of this License Agreement.

Article 3 - Term

This License Agreement shall be effective from the date of issuance of the Site Acceptance Test Certificate of the Licensed Program in accordance with the Contract and payment by Licensee to Telvent of all amounts owed and payable to Telvent under the Contract (the "Effective Date"). This License Agreement shall remain in effect until such time as it may be terminated by either party in accordance with this License Agreement. Any use of the Licensed Program before the Effective Date for the purposes of testing and commissioning of the System, shall be on a temporary license basis only. In the event that any amounts payable to Telvent in accordance with the terms of the Contract are not paid by Licensee to Telvent when due, Telvent may give notice in writing to Licensee of the overdue payment, and if the overdue payment is not paid within thirty (30) days of receipt of the notice by Licensee, Telvent may by notice in writing to Licensee, terminate Licensee's temporary license to use the Licensed Program. This License Agreement shall survive the termination or expiration date of the Contract.

Article 4 - Right To Use

- 4.1 Licensee and its Affiliates shall have the right under this License to use the Licensed Program with the hardware equipment included in the System or other replacement, compatible hardware supplied by others, as indicated in Appendix "A" for Licensee's Business Use. If Licensee wishes to use the Licensed Program on additional computers or work stations, Licensee agrees to obtain a separate license from Telvent for each.
- 4.2 Licensee shall not copy the Licensed Program except to copy it onto the System and to make copies solely for backup purposes (with the inclusion of Telvent's copyright and/or proprietary notice). However, Licensee may make copies of the documentation provided to Licensee by Telvent with the Licensed Program provided that such copies are for internal use only and include

all of Telvent's copyright and/or proprietary notices. Licensee shall keep accurate records of the number and location of each copy and shall ensure that no copies of the Licensed Program are removed to anywhere other than a Site. The use of any copies made hereunder is subject to the terms and conditions of this License Agreement.

- 4.3 Licensee shall have the right to transfer, with Telvent's prior written consent (such consent not to be unreasonably withheld), use of the Licensed Program to a location other than a Site by sending prior written notice of the new location. Once such transfer has been made, the new location shall become included in the definition of "Site(s)".
- 4.4 Licensee shall have the right to use the Licensed Program without charge or prior consent at another location on a temporary basis if computer equipment at any Site becomes inoperative. Once the equipment at the original Site becomes operational, then Licensee or its Affiliate shall promptly return the Licensed Program to the original Site and shall discontinue use elsewhere.
- 4.5 Licensee shall not reverse engineer, decompile or disassemble the Licensed Program or create any derivative products based on the Licensed Program.
- 4.6 Licensee shall not transfer, sub-license, lend, lease or make the Licensed Program available to any third party (except as otherwise provided for in Article 5.1 below) or use the Licensed Program for acquisition or processing of data on behalf of any third party outside permitted Business Use without the consent of Telvent.

Article 5 - Non-Disclosure And Security

- 5.1 Licensee acknowledges that the Licensed Program constitutes proprietary and confidential information of Telvent (and Telvent's licensors, in the case of the Third Party Software). Without prior written approval of Telvent, Licensee shall not disclose any confidential information about the Licensed Program to any third party or allow any person to have access to the Licensed Program or any portion thereof except for such of its employees who:
 - need access to such information for purposes related to their employment with Licensee;
 - have been informed of the Licensee's obligation of confidence under this Agreement; and
 - are subject to either a binding and enforceable agreement with Licensee to be bound by such obligation of confidence or a written agreement of confidentiality directly with Telvent.

The obligations of this paragraph shall not apply to information:

- (i) which was in Licensee's possession without any obligation of confidentiality prior to the disclosure thereof by Telvent to Licensee and was not acquired by Licensee directly or indirectly from Telvent;
- (ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Licensee;
- (iii) which Licensee receives without any obligation of confidentiality from a third party who is rightfully in possession of such information;
- (iv) which is developed by Licensee independently of Telvent and without reference to any of the confidential information of Telvent; or
- (v) which Licensee is required by law to disclose.

- 5.2 Licensee acknowledges that the Software contains certain programs that are subject to export restrictions as described in Appendix "B" of this Agreement attached hereto and accepts the obligations and responsibilities declared therein.
- 5.3 Licensee acknowledges and agrees that disclosure of any of the Confidential Information of Telvent would cause serious and irreparable harm to Telvent which could not adequately be compensated for in damages and, in the event of a breach, or an anticipated breach, by Licensee

of any of the provisions of this Agreement, Licensee hereby consents to an injunction being issued against it restraining it from such anticipated breach or any further breach of such provision (as applicable), but such action shall not be construed so as to be in derogation of any other remedy which may be available in the event of such breach or anticipated breach.

- 5.4 Licensee shall immediately notify Telvent of any unauthorized possession, use or knowledge of Telvent's Confidential Information which becomes known to a responsible officer of Licensee.

Article 6 - Title

All right, title and interest in and to and ownership of the Licensed Program and all copies of it shall at all times remain with Telvent. Licensee shall acquire no right, title or property interest in or to the Licensed Program except the right to use the Licensed Program in accordance with the terms of this License Agreement.

Article 7 - Termination

- 7.1 Notwithstanding the provisions of Article 2.1 herein; in the event Licensee substantially breaches its obligations set out in this License Agreement, and such breach has not been corrected within thirty (30) days of Licensee receiving notice of same from Telvent, Telvent shall have the right to:

- a) Request immediate full payment for any unlicensed products being used; or
- b) an injunction against Licensee restraining Licensee from any further breach.

In no event shall Telvent have the right to terminate the License conveyed in Section 2.1 other than by full agreement between the parties.

Article 8 - Assignment

Neither party shall assign this License Agreement without the written consent of the other, which consent shall not be unreasonably delayed or withheld. Either party may however, assign all of its rights and obligations under this License Agreement to an Affiliate, where such assignment is pursuant to a merger, consolidation, or other reorganization, or where Licensee requires assignment to any third party in connection with a sale of substantially all of the assets that the System is used in connection with, provided such assignee agrees to observe and be bound by the terms of this License Agreement, and in the case of an assignment by Licensee, Licensee does not retain any copies of the Licensed Program. Each party agrees to notify the other party of any such assignment to an Affiliate, in writing, specifying the name and address of the new entity, and providing written confirmation by the Assignee of its License Agreement to assume all responsibilities set forth in this License Agreement.

Article 9 - Intellectual Property Indemnity

- 9.1 Provided that the Licensed Program is used in the scope contemplated by this License Agreement, Telvent will indemnify and hold harmless, at its expense, any action or proceeding brought against Licensee to the extent that it is based on a claim that any part of the Licensed Program, or their use as contemplated in the Contract Documents, infringes any copyrights, licenses, trademarks, patents or other proprietary right in Canada. Licensee shall promptly notify Telvent in writing of any infringement action or proceeding that has been brought or threatened of which it is aware. Telvent will settle or defend the action and pay the costs and damages awarded in any action or proceeding, provided that Telvent has control of the defense of any action and all negotiations for settlement or compromise in connection therewith. Telvent shall also do all things necessary, including the payment of money, to prevent the Work or components thereof, or its use being delayed by injunction or other reason. In the event that a final injunction is obtained against Licensee's use of any part of the Licensed Program by reason of infringement of a foregoing proprietary right, or if in Telvent's opinion the Licensed Program is likely to become the subject of a claim for such infringement, Telvent shall at its option and expense, either:

- a) procure for Licensee the right to continue using the Licensed Program; or
- b) replace or modify the Licensed Program so that it becomes noninfringing;

9.2 Telvent shall not have any liability to Licensee under any provision of this section for any patent or copyright infringement if the claim is based upon Licensee's use of the Licensed Program in combination with any equipment or device not made by or previously approved by Telvent or in any manner for which the Licensed Program was not designed.

Article 10 - Indemnity And Limitation Of Liability

- 10.1 Telvent shall defend, indemnify and save harmless Licensee, its employees, officers and agents, from and against any and all awards, judgment, costs and expenses, including legal fees arising out of or connected with any claims, demands, causes of action or suits of whatsoever nature asserted against Licensee by any party, resulting from loss, injury, property damage or death to such a party and that has been caused by the breach of contract, negligence or willful misconduct of Telvent, its employees or agents, whether before or after delivery of the System provided under this License Agreement, except to the extent such loss, injury, damage or death is caused by the breach of contract, negligence or willful misconduct of Licensee, its employees or agents.
- 10.2 In no event shall either party be liable for indirect, special, consequential, incidental, punitive or exemplary damages, in connection with Licensee's use of the Licensed Program, regardless of the form or nature of the cause of action (whether for breach of contract, breach of warranty or in tort) and regardless of whether advised of or aware of the possibility of such damages.

Article 11 - Other

In the event that Telvent provides any upgrades of the Licensed Program to Licensee, Licensee shall destroy the prior version of the Licensed Program. Source Code for the Licensed Program is not provided.

Article 12 - Severability

In the event that any provision set out in this License Agreement is determined by a court of competent jurisdiction to be unenforceable and/or void, that provision shall be deemed to be severed and the License Agreement shall be read and understood as if that provision did not form a part thereof.

Article 13 - Survival

The obligations set out in Sections 5, 9 and 10 of this License Agreement shall survive termination of this License Agreement until the parties hereto mutually agree in writing to their release.

Article 14 - Non-Solicitation Of Employees

Licensee agrees not to hire any employee of Telvent with whom Licensee has had contact during development of the Licensed Program and continuing for a period of six (6) months after the Effective Date.

Article 15 - Notice

Any statement, notice, approval, demand or request, required, permitted or agreed to be delivered, given, made or served by either party hereunder, shall be sufficiently delivered, given, made or served if (i) in writing and signed by the party delivering, giving, making or serving it and (ii) mailed by certified mail, return receipt requested, addressed to the other party as follows:

To Telvent: 10333 Southport Road S.W.,
Calgary, Alberta, Canada, T2W 3X6
Attn: Legal Counsel

To Licensee: Austin Water Utilities
P.O. Box 1088
Austin, Texas 78767
Attn: Gary Quick

or to such other address as Telvent and Licensee, respectively, may from time to time designate by giving notice thereof in writing. Service and delivery shall be complete upon such mailing except in the case of a notice to change an address in which case service and delivery shall be complete when the notice is actually received by the addressee.

Article 16 - Waiver

No delay or failure of Telvent in exercising any right under this License Agreement and no partial or singular exercise thereof is deemed to be or constitutes a waiver of the right or any other right. Any consent by Telvent or any waiver of or breach of any express or implied term of the License Agreement does not constitute a consent to or a waiver of or excuse any subsequent or other breach.

Article 17 - Audit

Telvent shall have the right to direct a recognized accounting firm to conduct an audit during normal business hours of Licensee's records and facilities to verify the number of copies of the Licensed Program in use by Licensee, the computer systems on which such copies are installed and the number of users accessing the copies of the Licensed Program. The auditors shall protect the confidentiality of Licensee's confidential information and shall comply with Licensee's reasonable security regulations while on Licensee's facilities and conduct the audit in such a manner that does not interfere with Licensee's operations. If the number of copies of the Licensed Program or the number of users of the Licensed Program is found by the auditors to be greater than that which Licensee is licensed for by Telvent, Licensee shall pay for additional licenses at Telvent's current license fees then in effect, or if there are no license fees published by Telvent, then at no less than the prices paid by Licensee for the licenses previously granted to Licensee for use on the System.

Article 18 - Governing Law

This License Agreement shall be governed by the laws of the State of Texas, exclusive of its choice of law rules, and the parties attorn to the non-exclusive jurisdiction of the courts thereof.

Article 19 - Enurement

All covenants, License Agreements and conditions in this License Agreement are binding upon and enure to the benefit of the parties and their successors and permitted assigns.

Article 20 - Entire License Agreement

This License Agreement and the Contract contain the entire Agreement with respect to the subject matter as of the date of this License Agreement and supersede all prior proposals, License Agreements, understandings and negotiations, whether oral or written, of the parties with respect to the subject matter of this License Agreement.

This License is signed as of the 11 day of December, 2012 notwithstanding any later execution by the parties. Effective date is as set forth in Article 3.

Telvent USA, LLC

**City of Austin,
~~Austin Water Utilities~~ *cg***

By:

Paul McNally

Name:

Paul McNally

Title:

Director of operations,
Environment

By:

Cynthia Gonzales

Name:

Cynthia Gonzales

Title:

Corp. Contract Compliance Mgr.
Purchasing Office



Appendix "A"
Software License Agreement

1. System: City of Austin OASyS SCADA System

2. Installation Addresses:

- Main Control Center – South Service Center City of Austin
- Walnut Creek Lift Station

3. Licensed Telvent Programs:

Quantity	OASyS Product	Product Version	Software Product Type	Description
2	Real Time Services	7.5	Binary	RealTime Services Dual Redundant <ul style="list-style-type: none"> • 1 x hot and 1 x standby at Main Control Center & Walnut Creek The hot or operational copy may be accessed by the ezXOS and ES stations
2	Historical Services	7.5	Binary	Historical Services Dual Redundant <ul style="list-style-type: none"> • 1 x hot and 1 x standby at Main Control Center & Walnut Creek The hot or operational copy may be accessed by the XOS and ES stations
1	Engineering Server/Station	7.5	Binary	Master Operator Station
2	ezXOS- - XE	7.5	Binary	Display Editing Station - XOS plus Telvent display development and editing tools
19	ezXOS	7.5	Binary	Runtime X-Operator Station
2	Remote Client Server	7.5	Binary	Server for access of Remote workstations
2	Remote Client Server (for Thin Clients)	7.5	Binary	Server for access View only clients
10	ezXOS – RAS	7.5	Binary	Concurrent Thin Client Access License (View Only) to access RAS
10	ezXOS - RCS	7.5	Binary	Concurrent Thick Client Access License (Control)
2	OASyS DNA Reporting Services	7.5	Binary	Reporting Services Module
1	Engineering Station	7.5	Binary	Test & Development System in Walnut Creek WWTP

4. Third Party Software.

Telvent's Licenser	License Type	Telvent Software Embedded In Or Used With	Description
ATI	Runtime	ezXOS/DES/ES	OLEDDB and ODBC Drivers (site license)
Raima Corporation	Runtime	ezXOS/DES/ES	DB Vista Runtime (site)
Tech Soft America	Runtime	ezXOS/DES/ES	Hoops
Tech Smith	Runtime	ezXOS/DES/ES	SnagIt

Appendix "B"
Statement of Written Assurance

1. The export and re-export of the Software is subject to the Export Administration Act of the United States of America and the rules and regulations made from time to time thereunder (the "Export Act"). The export or re-export of any of the Software or Documentation in violation of the Export Act or other applicable United States and Canadian export control laws or regulations, is prohibited.
2. Licensee certifies to Telvent and each of its Third Party software suppliers that:
 - (a) the Software will not be used in nuclear, chemical/biological warfare or missile activities, or in support of any such activities; and
 - (b) Licensee shall not knowingly transfer, directly or indirectly, any restricted programs or technical data received from Telvent or its Third Party suppliers, or the direct product of such data, to countries listed below or any other destination subject to export restrictions under United States or Canadian law, unless prior written authorization is obtained from Telvent and the appropriate government agency.

Countries

Cuba
Iran
N. Korea
Sudan
Syria

City of Austin,
Austin Water Utilities

By: Gary Quick
Name: GARY QUICK, P.E.
Title: AWU SCADA Supervisor
Date: 12/13/2012



Schedule “D”

Price & Payment Provisions

1. As full and complete compensation for Telvent’s performance of the Work and all of Telvent’s obligations hereunder in accordance with the terms and conditions of this Agreement. Buyer shall pay Telvent the lump sum amount of \$1,155,843 (USD) which shall be invoiced to Buyer by Telvent in accordance with the Milestones and percentages shown below.
2. Upon completion of each Milestone, Telvent shall present a written certificate to Buyer’s Project Manager for signature which identifies the Milestone, states all requirements for completion of the Milestone have been satisfied, and is signed by Telvent’s representative.
3. Except as provided herein, the compensation payable to Telvent under paragraph 1 above, constitutes the entire compensation due Telvent for the Work. The Price and the rates or prices set forth shall not be subject to escalation for any reason.

PAYMENT WITH MILESTONES

Milestone Number	Description	% of Total Price	Amount
1.	Mobilization	15%	\$173,376.45
2.	Submittal of Design Documentation Submittals	15%	\$173,376.45
3.	Receipt of Hardware and Baseline OASyS Setup	20%	\$231,168.60
4.	Factory Acceptance Testing	20%	\$231,168.60
4.	Site Acceptance Testing	20%	\$231,168.60
5.	Final System Acceptance	10%	\$115,584.30
TOTAL LUMP SUM PRICE		100%	\$1,155,843.00



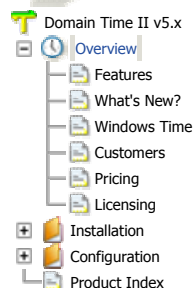
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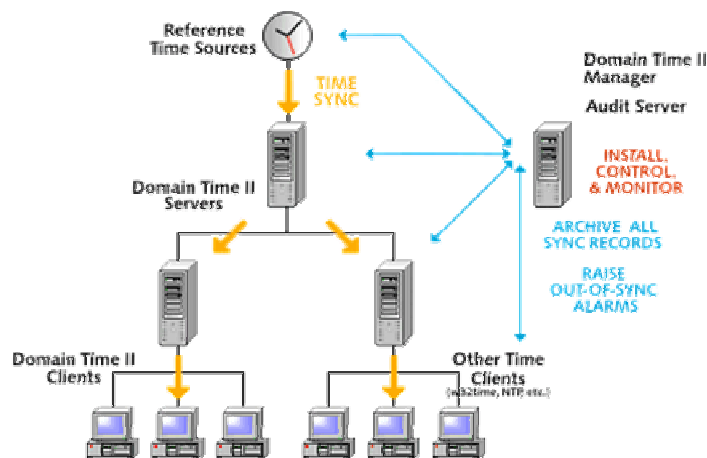
[Log in](#) or [Create an account now -- FREE!](#)

[Domain Time II > v5 > Overview >](#)



DOMAIN TIME II™ Performance Series Time Synchronization

Domain Time II is a comprehensive time synchronization system, consisting of completely-integrated components. Together, they ensure that the time for your entire enterprise is always correct, that you always know how your clocks are performing, and that you can prove the sync status of any machine at any time.



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30-Day Trial Version

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Instant Quote](#)

[Buy Now!](#)



Installation



Release Notes
& Changelogs



Configuration



Regulatory
Compliance

[Older Versions](#)

Components

The Domain Time II version 5.2 system consists of these components (older versions that run on other platforms can be found [here](#)):

- **Domain Time II Server**
[Documentation](#)
High-accuracy multi-protocol time server for Windows able to serve time to virtually any device. Can act as part of the Domain Time distribution hierarchy or independently. Completely replaces the Windows Time (w32time) Service.
- **Domain Time II Client**
[Documentation](#)
High-accuracy time client for Windows: fully configurable, fully automatic, or entirely manual. Completely replaces the Windows Time (w32time) Service.
- **Domain Time II Management Tools**
Install, configure, analyze, test, and monitor your entire Domain Time system from your desktop.

Manager

[Documentation](#)

The master control center for your Domain Time system. Can remotely install, upgrade, monitor, and track licenses of Domain Time on any machine across your network - from a single desktop!

Monitor Service

[Documentation](#)

Automatically monitors the synchronization of critical systems and provides real-time alerting of errors, also provides advanced variance reporting and historical records.

Update Server

[Documentation](#)





CollabNet Subversion Edge - Windows 32/64-bit

Version 1.3.2

Release Date: March 3, 2011

Contents

1. Overview
2. Platform and configuration
3. Requirements
4. Installation notes
5. Updates
6. Documentation
7. Known issues
8. Support for CollabNet Subversion Edge
9. About Subversion and CollabNet

1. Overview

CollabNet Subversion Edge includes everything you need to install, manage and operate a Subversion server. It includes all of the Subversion and Apache binaries needed to run a Subversion server. It also integrates the popular ViewVC repository browsing tool so that users can view repository history from a web browser.

CollabNet Subversion Edge also includes a powerful web-based management console that makes it easy to configure and manage your Apache server and Subversion repositories. You can easily setup the server to use SSL connections and even connect the server to a corporate LDAP repository, including Microsoft Active Directory.

CollabNet Subversion Edge only supports serving Subversion repositories via Apache httpd and it only supports the Subversion fsfs repository format.

2. Platform and configuration

Product: CollabNet Subversion Edge

License: GNU Affero General Public License 3.0 (AGPLv3)

Certified platforms: Windows 2003/2008 Server

NOTE: These are the platforms we formally certify when testing. Since this is a server application, we focus on the Windows server OS. CollabNet Subversion Edge works on all versions of Windows XP and later, including Windows Vista and Windows 7.

There are separate downloads for 32-bit and 64-bit Windows. The 64-bit Windows installer detects and installs the 64-bit Java 1.6 JRE if not installed. However, the native Apache and Subversion binaries are currently 32-bit binaries. These have been tested and verified to work well on 64-bit Windows. We will be updating the binaries to 64-bit later this year. By using the 64-bit Windows installer you will be connected to the proper update repository to receive these updates when they are available.

Prerequisite: You must have administrative privileges to install and uninstall CollabNet Subversion Edge.

3. Requirements

Java 1.6 JRE/JDK must be installed. The installer will install Java 1.6 if does not detect it as already installed. The installer will create/replace the JAVA_HOME environment variable so that it points to the Java 1.6 JRE.

4. Installation Notes

The installer will update the system PATH variable to include the path to the "bin" and "Python25" folders that are installed by the installer.

The installer will update the Python 2.5 registry entries to point to the Python installed by the installer and it will also create or update the PYTHONHOME environment variable.

The installer will add rules to the Windows Firewall to allow access to the Apache binary and to open up ports 3343 and 4434.

The installer will add two Windows services set to start automatically when the system starts.

1. CollabNet Subversion Edge - a Java-based web application that provides a browser UI for configuring and managing your Apache Subversion server.
2. CollabNet Subversion Server - the actual Apache Subversion server that the management console manages for you, and that your Subversion users will access.

You must login to the CollabNet Subversion Edge browser-based management console and configure the Apache server before it can be run for the first time. The UI of the management console writes the needed Apache configuration files based on the information you provide.

The default administrator login is:

Address: <http://localhost:3343/csvn>
Username: admin
Password: admin

The installer provides the option to start the application at the end of the install. This will open your browser to a local page that will detect when the server has finished starting.

Subversion Edge also starts an SSL-protected version using a self-signed SSL certificate. You can access the SSL version on this URL:

Address: <https://localhost:4434/csvn>

You can force users to use SSL from the Server configuration. This will cause attempts to access the site via plain HTTP on port 3343 to be redirected to the secure port on 4434.

5. Updates

CollabNet Subversion Edge includes a built-in mechanism for discovering and

installing updates. You must use this facility to install updates. Do not download and run a new version of the application installer.

The update mechanism will require you to restart the servers at the end of the process, but it will do it for you.

6. Documentation

Documentation for CollabNet Subversion Edge is available here:

<http://help.collab.net/>

Context-sensitive help is also linked to this location from within the application.

7. Known issues

- For the latest FAQ, visit the project home page here:

<https://ctf.open.collab.net/sf/projects/svnedge>

- When trying to access a repository via ViewVC, you might see an error trace that ends with this message:

```
ImportError: DLL load failed with error code 182
```

This error occurs when you have an older version of the OpenSSL DLLs in your PATH ahead of the CollabNet Subversion bin folder. Many Windows applications ship the OpenSSL DLLs and many of them also use older versions. To fix this problem:

1. Edit your PATH so that the CollabNet Subversion bin folder is at or near the beginning of your PATH.
 2. Reboot so that your Apache service can pick up the change.
- If you try to access an existing BDB (Berkeley DB) based repository through CollabNet Subversion Edge, then you will receive an alert "Failed to load module for FS type 'bdb'." This is because CollabNet Subversion Edge does not support BDB. CollabNet recommends FSFS over BDB for ease of maintenance and supportability.

8. Support for CollabNet Subversion Edge

Ask questions and get assistance with using CollabNet Subversion Edge via the community forums on openCollabNet. The forum for CollabNet Subversion Edge questions is available here:

<http://subversion.open.collab.net/ds/viewForumSummary.do?dsForumId=3>

Find out about CollabNet Technical Support at
<http://www.open.collab.net/support/>

Information about CollabNet Training, Consulting, and Migration services is at <http://www.open.collab.net/training/>

Join openCollabNet for community support: <http://open.collab.net>

9. About Subversion and CollabNet



CollabNet launched the Subversion project in 2000 in response to the demand for an open standard for Web-based software configuration management that could support distributed development. CollabNet continues to be strongly involved with the Subversion project and offers CollabNet Subversion Support, Training, and Consulting services.

CollabNet also provides the most widely used collaborative development environment in the world. More than 1,400,000 developers and IT projects managers collaborate online through CollabNet. The company is transforming the way software is developed by enabling organizations to leverage global development talents to deliver better products and innovate faster.

Visit CollabNet at <http://www.collab.net> for more information.

Subversion is a registered trademark of the Apache Software Foundation.
<http://subversion.apache.org/>



Hosted Subversion by Codesion Cloud Services (a CollabNet unit)
Version 1.0

Contents

1. Overview
2. Free SVN Hosting
3. Commercial SVN hosting plans
4. Infrastructure Security
5. Support for Codesion
6. About Subversion and CollabNet

1. Overview

Codesion is CollabNet's Cloud Services platform, and provides free and commercial hosting of Subversion repositories and popular development tools to the software industry. This is an alternative approach to downloading and installing everything needed to operate a Subversion server.

All Codesion repositories are hosted in secure (SAS-70 compliant) datacenters that are managed and maintained by CollabNet technicians, and are backed up to the latest 10 minutes. Repository backups are available for download, by upgrading to a commercial plan. Repository access is via secure protocols (HTTPS/SSL).

2. Free SVN Hosting

Codesion offers a free Subversion repository hosting service for individual developers. This includes 200MB of storage, a single repository, and access to CollabNet's forums and online help system. Plans are permanent, and can be upgraded for more functionality at any time.

3. Commercial SVN Hosting Plans

Codesion offers a range of commercial hosting plans, which provide access to popular code versioning, agile, and project management tools like ViewVC repository browsing, CVS, Git, TeamForge Project, Trac, Bugzilla, and more. Upgraded plans also include advanced role-based security controls, SLAs, support & training offerings. Codesion-hosted Subversion repositories can also be integrated with popular third party applications like Basecamp and JIRA.

4. Infrastructure & Network Security

Codesion hosted repositories are physically hosted on dedicated hardware in three SAS-70 compliant datacenter facilities (located in Dallas, TX, Washington D.C., and Seattle, WA). Scanned for PCI Compliance every 90 days. Confidentiality of user data is protected by the Codesion Terms of Service. Encrypted server access and data transmission is via 128-bit SSL certificate. User password strengths are tested, and commercial account administrators can enforce password policies and

fine-grained access controls. Repository backups can be downloaded on demand or via an advanced scheduling system. Higher levels of reliability and support SLAs are available.



5. Support for Codesion

Ask questions and get assistance with using Codesion Cloud Services via the community forums on Codesion. Join the forum for Codesion is available at: <http://help.codesion.com>

Find out more about technical support at:
<http://codesion.com/products/support-services.html>

For information about CollabNet Training, Consulting, and Migration services is at: <http://open.collab.net/training>.

For more information about CollabNet's products, or to join openCollabNet for community support, join: <http://open.collab.net>

6. About Codesion, Subversion, and CollabNet

Codesion (formerly CVSDude) is a cloud-based (Software as a Service) provider of Subversion, Git, CVS and developer tools and services. Codesion was acquired by CollabNet in 2010, allowing CollabNet to provide free and paid hosting of Subversion, agile, and lifecycle management applications to the software industry. More than 70,000 developers and administrators are able to code, connect, and deploy to production using Codesion.

CollabNet launched the Subversion project in 2000 in response to the demand for an open standard for Web-based software configuration management that could support distributed development. CollabNet continues to be strongly involved with the Subversion project and offers CollabNet Subversion Support, Training, and Consulting services.

Visit Codesion at <http://codesion.com>.
Visit CollabNet at <http://www.collab.net>.

Subversion is a registered trademark of the Apache Software Foundation.
<http://subversion.apache.org>.

<http://codesion.com/policy/overview.html>

Datasheet

LX Series

4000T Console Servers

A Complete Out-of-Band Networking Solution

The 4000T Series of console servers (also referred to as terminal servers) gives IT administrators the ability to perform secure remote management of operational and physical infrastructures.

With models ranging from 8 to 48 ports, the LX-4000T Series can meet a wide range of needs. The 4000T Series uses the proven LX Series software, for an easy transition from other LX Series models. Dual Ethernet ports support automatic failover to secondary paths. The 4000T Series offers single and dual power options in all port densities. An optional internal modem provides flexibility and dial up connectivity. The optional Digital Volt Meter provides visibility to power levels for DC power sources.

The 4000T Series can be used with MRV's 5250/ 4800 Power Control Series to provide administrators with the ability to manage, control, and monitor individual power outlets for critical equipment. Using secure access through the 4000T series, network managers can remotely power cycle a locked up server, bring a redundant system online or turn on an auxiliary air conditioner.

Physical infrastructure control and monitoring can be enabled on each 4000T Series serial port, supporting 2 sensor inputs or 2 control outputs. For sites that need expanded sensor monitoring, the 7204 Sensor Manager augments the 4000T Series to support high density wet and dry contact and analog loop sensors with control outputs. Sophisticated Trigger/Action control can be used for customizing that meets specific organizational notification and control needs.

Industry Leading Security

MRV offers the industry's first console servers to meet the demanding US Government FIPS 140-2 cryptographic security standard. With US government approved agency testing, the LX Series software delivers the most secure and richest set of features, including, point and click access to any port, per port password protection, SSH v2.0, SNMP V3, IP V6, RADIUS, SecurID, LDAP, TACACS+, PPP PAP/ CHAP, PPP dial-back, user access lists, and on-board database. The Cluster Control and Configuration features simplify configuration and control of large networks without a single point of failure.



Applications

- Enterprise data centers
- Remote/branch offices
- Telco central office and remote facilities
- Utilities
- Test and development labs

Benefits

- Cutting Costs - Nearly eliminate the need for personnel to be physically present at remote equipment site
- Increasing Security, Lowering Risk - Protect service ports from unauthorized, undetected access - Capture logs as a record of system activity to meet regulations such as Sarbanes-Oxley, HIPAA, etc.
- Improving Service Levels - Easy, efficient access uses scarce technical resources more effectively - Reduces need for redundancy by minimizing downtime
- Simplifying Operations - Verify access using existing security infrastructure
- Simplifying Event Notification and Response - Automatic response to an emergency can increase safety and avoid disasters

Easy, Powerful Management Tools

The 4000T Series has a management option to fit every style. The easy to use browser based Graphical User Interface allows full configuration and management, while the industry standard style extensive Command Line Interface is a powerful tool for automated scripts. MRV's MegaVision product can be used as a standalone network management and fault management system, or be combined with other management platforms.



February 5, 1999

Ref: 445292-08-105a

Mr. Gary Quick
City of Austin
Waller Creek Center
625 East 10th Street, Suite 415
Austin, Texas
78767

Phone: (512) 322-2968
(512) 322-2734

RE: RTU Event History ADD, v2.0 (7 Copies)

Dear Gary:

Enclosed please find seven copies of the updated RTU Event History ADD, v2.0 (Submittal 445292-11-6041-1). This document has been updated to reflect the new definition of analog value storage at the RTU between poll cycles. The queue that the values will be stored in has been renamed the Exception Queue rather than the Alarm Queue. The sections of the document that have changed are 1.1, 2.1, 3.1, 4.2 and Appendix A.

Three copies of this document have also been forwarded to Westin. If you have any questions or comments, please forward them to me as soon as possible.

Regards,
VALMET AUTOMATION (CANADA) LTD.



Corvil Howells
Project Leader

City of Austin

Water Distribution Control System

Submittal Title: Application Definition Document - RTU EVENT HISTORY

Submittal Number: 445292-11-6041-1

Version: 2.0

Submitted By: Valmet Automation (Canada) Ltd.

Date Submitted:

Valmet Automation (Canada) Ltd.



Corvil Howells

Approved By: City of Austin

Date Approved: _____

Gary Quick

Revision History

Version	Initials	Date	Description
1.0	DUE	November 27, 1997	Created.
1.1	DUE	April 7, 1988	Added more explanations. Changed SOE queue name to DE queue Included references to Rate inputs.
1.2	DUE	June 29, 1998	Reduced the number of event history queues from 3 to 2. Moved requirements 041-1.05 and 041-1.06 (of version 1.1) to section 1.2 (paragraph 3). Modified the interface requirement (section 2.2). Modified Appendix A. Expanded Section 4.2 (i.e. Application Operations section).
2.0	DUE	February 1, 1999	Replaced alarm checking with exception checking. See Section 4.2 and Appendix A.

Glossary

Term	Description
<i>Present System</i>	The SCADA system that will be provided.
<i>Future System</i>	The new SCADA system that will result from an expansion of the <i>Present System</i> .
<i>UIF</i>	User Interface – this enables an RTU to be connected to a terminal device or a portable PC that is operated with a terminal emulation program. The UIF allows data to be displayed by the connected device, and it also enables the operator to modify data, set the time, and to enter configuration settings for the RTU.

Specification References

Document		Sections
SCADA Bid Specification	RFP NUMBER VC9630020A	17420 2.01
	CIP NUMBER 388-227-0795	17420 2.03
		17421 2.02 C
		17422 2.02 C
		17423 2.02 C
		17000 2.02 A
		17000 2.03 A
		17100 2.02 B.1

Other References

Document	Sections
MICRO/1C Operation and Maintenance Manual	Chapter 3 – Setup
	Chapter 6 – Theory

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Appendix A. RTU EVENTS11

1. Introduction

1.1 Description

The RTU event history application enables the RTU to store recent events. These are events that occur either in an RTU or at the RTU's inputs. These events are stored by the RTU, for later transfer to the host. Examples of events include exceptions from (analog and digital) inputs and calculated points that have been configured for exception checking, non-exception status changes of digital inputs and calculated points, and standard diagnostic MICRO/1C events.

Two queues will be used to store RTU event history. The queues are the Exception queue, and the (non-exception) Event queue. These queues, as well as the type and buffer size of each event that is stored in a queue, are fully described in the following chapter and in Appendix A of this document.

An analog input (AI) exception event occurs, for an AI that has been configured for exception checking, when the current sample of the AI causes the AI's deadband exception limit to be exceeded. The user sets the deadband exception limit. Mathematically, an AI exception event occurs if:

$$|excep_val - cur_val| > db_limit,$$

where *excep_val* is the value of the last sample that caused an exception at that AI, *cur_val* is the current value of the AI, $|x|$ is the magnitude of *x*, and *db_limit* is the AI's deadband exception limit.

At the beginning of exception checking for the AI, the value of the first sample of the AI is used as *excep_val*. If the deadband exception limit is exceeded for a subsequent sample of the AI, the sample is stored in the exception queue, and the value of the sample becomes the new *excep_val* for this AI.

A digital input (DI) exception event occurs, for a DI that has been configured for exception checking, when the DI changes its state.

1.2 Assumptions/Dependencies

Types of events that are supported by this application shall be pre-defined and fixed in each RTU's firmware ROMS.

The RTUs shall have sufficient RAM storage to store up to four hours of events.

The exception queue and the event queue are both circular buffers. This means that if a queue is full before the data in the queue has been uploaded to the master station, the oldest data in the queue will be overwritten by new data that is available for storage.

1.2.1 Exception Queue Sizing

Events that are stored in the exception queue include exceptions due to analog and digital inputs. Table 041-1.1 in Appendix A lists the events that are stored in the Exception Queue. Subsection 17000 2.03 A.1 of the SCADA specification states that under the Heavy Loading scenario, 1 alarm is expected to occur every 15 seconds. Hence, after 4 hours, there will be a total of $(4 * 3600 / 15 =) 960$ alarms. In the worst-case scenario, all these alarms are also exceptions which originate from a single RTU. Each RTU will be provided with sufficient RAM storage to store up to 966 exceptions.

Each exception requires 36 bytes of RAM. The exception queue maintenance structure requires 12 bytes of RAM. Hence the total amount of RAM required for the exception queue is:
 $(12 + (36 * 960) / 1024 \approx 34 \text{ Kbytes of RAM.}$

1.2.2 Event Queue Sizing

Events that are stored in the event queue are listed in Table 041-1.2 of Appendix A. These events include diagnostic events, and non-exception changes in the digital inputs and calculated discrete (CD) points. As in the case of the Exception queue, the Heavy Loading scenario is used to estimate the size of the event queue. Subsection 17000 2.03 A.1 of the SCADA specification states that under the Heavy Loading scenario, 15% of all discrete points and values are changing every 20 seconds.

Subsection 17000 2.02 A.1 in the specification states that the *Present System*, has a total of $(9 * 64 + 2 * 32 + 55 * 6 =) 970$ digital inputs (DI). The exact number of calculated discrete (CD) points is not specified for the *Present System*. Hence this system supports at least 970 digital inputs. 15% of this total number is approximately equal to 145. There are a total of 66 RTUs in the *Present System*, hence there will be an average of about $((145 / 66) * (4 * 3600 / 20) \approx) 1582$ changes (of discrete points and values) per RTU in 4 hours.

Subsection 17000 2.02 A.1 in the specification also states that the *Future System* will require $(3712 + 1664 + 1530 =) 6906$ digital inputs and $(59 * 25 + 52 * 10 + 255 * 5 =) 3270$ calculated discrete (CD) points. Hence the *Future System* will support a total of 10176 discrete points and values. 15% of this total number is approximately equal to 1527. There will be 366 RTUs in the *Future System*, hence there will be an average of about $((1527 / 366) * (4 * 3600 / 20) \approx) 3004$ changes (of discrete points and values) per RTU in 4 hours.

Each RTU will be provided with sufficient RAM, in the RTU's event queue, to store up to 3610 non-exception events. Each event will require 36 bytes of RAM. The event queue maintenance structure requires 12 bytes of RAM. Hence the total amount of RAM that is required by a RTU for its event queue is: $(12 + (36 * 3610)) / 1024 \approx 126.9 \text{ Kbytes of RAM}$

2. Requirements

2.1 Functional Requirements

Reqt. 041-1.01 Each RTU shall have a "circular" Exception Queue for storage of up to 966 analog and digital exceptions.

See Appendix A for a list of supported exception events.

Reqt. 041-1.02 Each RTU shall have a "circular" Event Queue for storage of up to 3610 instances of the following events:

- (a) Non-exception status changes of the RTU's Digital Inputs (DIs) and calculated digital points.
- (b) Standard Diagnostic MICRO/1C events.
- (c) Power up / reset times.
- (d) Time changes.

See Appendix A for a list of supported MICRO/1C diagnostic events.

Reqt. 041-1.03 Each RTU shall be able to transfer event history queues to the host.

MODBUS is a protocol that will be used for communications between the RTUs and the host computer.

2.2 Interface Requirement

Reqt. 041-1.04 Appropriate displays shall be provided for the configuration and viewing of RTU event history.

These include displays for setting the exception points, and for viewing the Exception and Event queues.

3. Acceptance Criteria

- | | |
|---------------|---|
| Req. 041-1.01 | Verify that each RTU can store, in its exception queue, up to 966 exceptions. |
| Req. 041-1.02 | Verify that each RTU can store, in its event queue, up to 3610 instances of: non-exception status changes of the RTU's digital inputs, standard diagnostic MICRO/1C events, power up / reset times, and time changes. |
| Req. 041-1.03 | Verify that the host can upload event history queues from the RTU. |
| Req. 041-1.04 | Verify that RTU event history can be configured and viewed. |

4. Application Management and Operations

4.1 Application Management

Basic Description:

- The RTU event history application enables the RTU to record events for later retrieval by the host computer. The following events are currently being checked by the RTU:
 - Exceptions from (analog and digital) inputs and calculated points that have been configured for exception checking.
 - Non-exception status changes of digital inputs and calculated points.
 - Standard diagnostic MICRO/1C events.
 - Power up / Reset times of the RTU.
 - Time changes.

Concepts:

- The host computer will scan the RTU for the RTU's event history.
- RTU event messages will be printed on an event spooler and stored in the XIS event database.

Database Information:

- CMX Remote - contains records that define the RTUs or PLCs, their protocol, and their internal software configuration.
- CMX Commline defines communication characteristics of the RTUs. These characteristics include communication line type and speed.
- CMX Analog – contains a record for each analog input/output from a RTU.
- CMX Rate - contains records that describe meters and accumulators.
- CMX Status - contains records that describe digital devices.

Configuration Notes:

- If it has not been done, the system administrator shall configure a RTU by adding it to CMX on the host computer. This configuration is accomplished by defining a record in each of the following databases: Commline and Remote.
- The system administrator shall configure the following for each RTU:
 - Digital inputs and calculated points.
 - Meters and accumulators.
 - Analog inputs and calculated points.
 - Exceptions and exception limits.

The configuration is accomplished by defining records in the Analog, Rate, and Status databases, and downloading these configurations to the RTU. The download operation is either through a Function Put command or through an XOS pushbutton, from the host.

- RTU Event History retrieval is by requesting the host to upload the data. Uploading can be done through either a Function Put command, XOS pushbutton or a scheduled Data Acquisition Coordinator (DAC) command. The DAC schedule is created by editing the "Scheduled Events" section of the Remote database, and identifying the time range, request type, and reschedule criteria of the data that is to be retrieved. Under the *request type* column of this ("Scheduled Events") section, there is a "Event History" request type. By indicating this request type, the DAC schedules retrieval of the event history data in the specified manner.

When scheduled to do so, the DAC sends a request to Poll to retrieve the data. Poll then communicates with the RTU, retrieving the data and sending it to the Event Spooler. To differentiate spooled events that occurred at the host from spooled events that occurred at the RTU, each event from a RTU begins with the word "RTU".

4.2 Application Operations

Basic Description:

- The operator can view the event history, and can change exceptions and exception limits.

Procedures:

- The UIF can be used to configure analog and digital exceptions, and to display the exception and event queues. The menus which are used to perform these functions are accessed through the RUN menu list, and they are: Edit Analog Input Record, Edit Status Record, Display Exceptions, and Display Non-Exception Events.

Edit Analog Input Record

To access the *Edit Analog Input Record* menu (Figure 1), enter **q**. The *Edit Analog Input Record* menu allows the user to configure the RTU's records for the analog inputs that are attached to the RTU. The configuration values (except for the scaling record number) of each record can also be downloaded from the host.

This menu also initiates Exception checking of the analog inputs that have been configured for exception checking. An exception occurs at an AI if the current sample of the AI causes the AI's deadband exception limit to be exceeded. The user sets the deadband exception limit, *Exception Deadband*. Mathematically, an exception occurs if:

$$|excep_val - cur_val| > db_limit,$$

where *excep_val* is the value of the last sample that caused an exception at that AI, *cur_val* is the current value of the AI, $|x|$ is the magnitude of x , and *db_limit* is the deadband exception limit.

At the beginning of exception checking for the AI, the value of the first sample of the AI is used as *excep_val*. If the deadband exception limit is exceeded for a subsequent sample of the AI, the sample is stored in the exception queue, and the value of the sample becomes the new *excep_val* for this AI.

Analog Type

With the cursor on the Analog Type, the prompt at the bottom of the screen shows the different valid selections.

Record 1 of 120	Edit Analog Input Record	Page 1 of 1
Analog Type	4-20mA	
Scaling Record Number	0	
Engineering Unit Range	16	
Engineering Unit Offset	4	
Analog Name	Tank1 Level	
Exception Checking Enabled:	Y	
Exception Deadband	0.5	
Valid entries are 4-20mA, 1-5V, 0-1mA, 0-5V, +-1mA, +-5V		

Figure 1: Edit Analog Input Record

Scaling Record Number (1-64)

The range of valid entries is shown at the bottom of the screen when the cursor is on the Scaling Record Number prompt. The ENTER key must be pressed after each new data selection. Moving the cursor with the arrow keys causes the old data to be retained.

Note: If the Scaling Record Number is zero, the RTU uses the Engineering Unit Range and Offset that are supplied by the user in the following lines. However, if the engineering unit range of the non-zero scaling record is zero, the RTU will use the default engineering unit values, which are: engineering unit range = 16, and engineering unit offset = 4.

Engineering Unit Range and Engineering Unit Offset

These values define the Span and the Offset for scaling analog values into engineering units. The RTU uses these values only when the scaling record number is zero.

Note: If the engineering unit range is zero, the RTU will use default engineering unit values, which are: engineering unit range = 16, and engineering unit offset = 4.

Analog Name

Enter the name to be associated with the analog.

Exception Checking Enabled

This enables or disables exception checking on the specified analog input.

Exception Deadband

This is the deadband exception limit. The value of the deadband exception limit is expected to be in engineering units.

Note: Exception checking is not performed if the deadband exception limit is zero.

The next record screen is selected by entering **^N**. The previous record is accessed by entering **^P**. A single **^W** stores all records for all the screen data that has been entered. Entering **^C** exits back to the RUN Menu.

Edit Status Record

Record 1 of 240	Edit Status Record	Page 1 of 1
Status Name	Valve 1	
Exception checking on state change?	N	

Figure 2: Edit Status Record

Status Name

Enter the name to be associated with the status point (up to 16 characters).

Exception checking on state change?

If set to Y, then any change of state on the status point will result in the generation of an exception, which is then stored in the RTU's exception queue. If set to N, then any change of state on the status point will result in the generation of an event, and this event is stored in the RTU's event queue. This setting can also be downloaded from the host.

Display Exceptions

Select the *Display Exceptions* menu by entering **A**. The RTU records exceptions for later retrieval by the host. The exceptions are stored in a battery backed-up buffer. The following exceptions are currently checked:

- Analog input deadband exceptions.
- Digital input (status) changes.

Configuration of an analog/digital input is required before any exception checking can be performed on the input (and displayed).

Figure 3 shows an example of the local display at the RTU.

TUE 06/30/1998 12:47:09	DISPLAY EXCEPTIONS	Only Page
	# of Exceptions = 2	
JUN/30/1998 11:17:01	#2	
AI Tank1 Level	Exception	changed to 3.842e+000
JUN/30/1988 10:47:30	#1	
DI Valve 4	State Change	changed to OPEN

Figure 3: Display Exceptions

Display Non-Exception Events

Select the *Display Non-Exception Events* menu by entering **p**. The RTU records non-exception events for later retrieval by the host. The events are stored in a battery backed-up buffer. The following non-exception events are currently checked:

- Digital input (status) changes.
- Power-up/Reset of the RTU.
- Time changes.
- Standard diagnostic events.

Configuration is not required for eventing to occur.

Standard diagnostic events that are displayed include the following:

RAM checksum error.

The RAM is checked for any checksum errors. If any of the RAM was corrupted, this error will occur.

Non-volatile memory checksum error.

On power-up, the non-volatile memory is checked for any checksum errors. If any of the memory was corrupted, this error will occur.

A/D hardware error.

The 5V reference used by the analog-to-digital converter is checked to ensure that it remains within 5% of the 5V. If it does not, this error will occur.

Digital input error	When the Change-of-State (COS) queue is full, this error occurs. The COS queue is where changes of states of digital inputs are first logged before being transferred to be stored in either the event or the exception queues.
Analog output hardware error.	If command of an analog output fails, this error will result.
RTU in LOCAL/REMOTE mode.	When the RTU is changed from remote mode to local mode, or vice-versa, the event is logged.
No packets available.	When internal communications uses up all the packets, this event is logged.
Task stack error.	This event is logged when a task exceeds the bounds of its task.

Figure 4 shows an example of the display of non-exception events.

MON 06/29/1998 10:30:17	DISPLAY NON-EXCEPTION EVENTS	Only Page
	# of Events = 4	
JUN/29/1998 08:23:44	#4	
Time		changed to JUN/29/1998 09:24:00
JUN/28/1998 16:23:44	#3	
RTU in LOCAL mode		changed to NO
JUN/28/1998 09:45:11	#2	
RTU in LOCAL mode		changed to YES
JUN/28/1998 07:38:28	#1	
RTU Reset		changed to YES

Figure 4: Display Non-Exception Events

Appendix A. RTU Events

Table 041-1.1 below lists the events that store data in the Exception queue.

Table 041-1.1: Events that are stored in the Exception queue.

Analog input exception.
Status input change from OPEN to CLOSE (if requested by the user).
Status input change from CLOSE to OPEN (if requested by the user).

Table 041-1.2 below lists the events that store data in the event queue.

Table 041-1.2: Events that are stored in the Event Queue.

Event	Description of Event
Status input change from OPEN to CLOSE (default for non-accumulator status points).	
Status input change from CLOSE to OPEN (default for non-accumulator status points).	
RTU Reset	RTU power up/ reset.
Time change.	
RAM checksum error.	The RAM is checked for any checksum errors. If any of the RAM was corrupted, this error will occur.
Non-volatile memory checksum error.	On power-up, the non-volatile memory is checked for any checksum errors. If any of the memory was corrupted, this error will occur.

Table 041-1.2 Contd.

A/D hardware error.	The 5V reference used by the analog-to-digital converter is checked to ensure that it remains within 5% of the 5V. If it does not, this error will occur.
Digital input error	<p>When the Change-of-State (COS) queue is full, this error occurs.</p> <p>The COS queue is where changes of states of digital inputs are first logged before being transferred to be stored in either the event or the exception queues.</p>
Analog output hardware error.	If command of an analog output fails, this error will result.
RTU in LOCAL/REMOTE mode.	When the RTU is changed from remote mode to local mode, or vice-versa, the event is logged.
No packets available.	When internal communications uses up all the packets, this event is logged.
Task stack error.	This event is logged when a task exceeds the bounds of its task.

PURCHASING OFFICE

CITY OF AUSTIN

REQUEST FOR SOLE SOURCE PROCUREMENT

DATE: October 25, 2012TO: Purchasing Officer or DesigneeFROM: Darrell Richmond/Gary QuickNAME: Brenda HelgrenPHONE: 972-0248

1. Request approval for Sole Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. Include cost, name, and telephone number of vendor and other descriptive information.

This procurement is for software licenses, programming and configuration services to upgrade Austin Water Utility's water distribution and lift station telemetry SCADA systems.
Total Cost is \$1,879,085 which includes a system upgrade in the amount of \$1,155,843.00, a one year renewal contract for the existing system until the system is replaced in the amount of \$54,896, a proposed lifetime maintenance agreement with yearly renewal options for up to eight years in the amount of \$618,346 and \$50,000 contingency for any new licenses or additional support hours that may be needed during that time.
The vendor is Telvent USA, LLC
Contact information: Joaquin San Juan, Telephone: 1 (954) 251-2674, E-mail: joaquin.sanjuana@telvent.com.

3. Procurement is: (Check only one)

<input checked="" type="checkbox"/>	Sole Source (Complete appropriate section A – C)
-------------------------------------	--

This procurement is necessary because:

Sole Source	A.	There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source or a unique item such as an artwork. Detail Explanation: <u>Telvent USA, LLC is the sole owner of the software that the Utility currently uses and is planning to upgrade, and the software is also copyrighted and non-transferrable. See sole source letter attached</u>
	B.	The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only gravel pit in the area protected site, territorial/geographical area, or some similar situation. Detail Explanation:
	C.	The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier. Detail Explanation: <u>The Utility currently uses the Telvent software to monitor and control the operations of its water distribution facilities. This procurement will upgrade this system.</u>

4.

I certify that a Sole Source Procurement exists. Over \$5,000 forward to the Purchasing Office.

B. Gorman 10/26/12

<u>Kevin Critendon</u>	<u>AWU - Facility Eng</u>	<u><i>[Signature]</i></u>	<u>10/29/12</u>
Division Manager (printed)	Department	Signature	Date
<u>Gopal Kuthi, Kerala</u>	<u>AWU - Engineers</u>	<u><i>[Signature]</i></u>	<u>10/29/12</u>
Asst. Director (printed)	Department	Signature for Gopal Kuthi, Kerala	Date
<u>Greg McGowan</u>	<u>AWU</u>	<u><i>[Signature]</i></u>	<u>10/29/12</u>
Director (printed)	Department	Signature	Date
<u>Robert Ross</u>		<u><i>[Signature]</i></u>	<u>10/31/12</u>
ACM Name (printed)		Signature	Date
(Only if over \$50,000)			

Purchasing Office (Over \$5,000):

[Signature] Concur Do Not Concur

[Signature] Purchasing Officer or Designee

 Date

October 25, 2012

City of Austin
Waller Creek Centre, Suite 415
625 East 10th Street
Austin, Texas 78701, USA
Attn: Gary Quick Automation SCADA

RE: SCADA OASyS DNA 7.5 Telvent Sole Source

Mr. Quick,

By this letter, we formally notify the City of Austin that Telvent USA Corporation is the copyrighted, single sole source, and sole owner of the proprietary OASyS SCADA software.

As such, the Telvent OASyS software product can only be accessed by a Customer who is licensed to use the product by Telvent Canada Ltd. or by Telvent USA, LLC. The Software License Agreement also provides that only Telvent may access the product for the purposes of maintenance, support and enhancements.

Thank you for the opportunity to provide this information, I invite you to contact me at (954) 651-8482 should further clarification or detail be required.

Sincerely,



Joaquín San Juan
Business Development Manager,
Telvent USA LLC

TELVENT
is part of

Schneider
Electric

Our evolution to Schneider Electric, the global specialist in energy management, re-affirms our commitment to provide you with innovative solutions, best-in-class customer service, and exceptional quality in everything we do. We are proud to be your partner, and we are dedicated to helping you make the most of your energy.

CITY OF AUSTIN



MBE/WBE UTILIZATION FORM & UTILIZATION PLAN FOR SOLE/SINGLE SOURCE AND PROFESSIONAL SERVICES

Project Name: City of Austin WDCS and LSTS SCADA Project

Contract Number:

Date: **October 4, 2012**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

MBE/WBE UTILIZATION FORM

- ☒ SOLE/SINGLE SOURCE
☐ PROFESSIONAL SERVICES

Even though no goals have been established for this contract, the Offeror is invited to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror is encouraged to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror is also encouraged to make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X

Yes _____ If yes, contact SMBR at (512) 974-7600 to obtain an availability list.

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this Form and Utilization Plan shall become a part of my Contract.

Telvent USA, LLC

Company Name

Paul McNally - Director of Operations

Name and Title of Authorized Representative (Print or Type)

Paul McNally

Signature

Oct. 5, 2012

Date

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

____ APPROVAL IS HEREBY GRANTED.

____ APPROVAL IS HEREBY DENIED. CONTACT SMBR FOR ADDITIONAL INFORMATION.

Reviewing Counselor _____ Date _____

UTILIZATION PLAN

(Please duplicate as needed)

PROJECT NAME: _____

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I certify that the information included in this Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract.

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Please submit this completed form to:

Purchasing Office
Attn: (Insert Buyer Name)
124 E. 8th St., STE 308
Austin, Texas 78701
Phone: (512) 974-2500
Fax: (512) 974-2388

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____ APPROVAL IS HEREBY DENIED.

Reviewing Counselor _____ Date _____

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

MBE/WBE UTILIZATION FORM

- ☒ **SOLE/SINGLE SOURCE**
☐ **PROFESSIONAL SERVICES**

Even though no goals have been established for this contract, the Offeror is invited to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror is encouraged to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror is also encouraged to make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X

Yes If yes, contact SMBR at (512) 974-7600 to obtain an availability list.

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this Form and Utilization Plan shall become a part of my Contract.

Telvent USA, LLC

Company Name

Paul McNally - Director of Operations

Name and Title of Authorized Representative (Print or Type)

Paul McNally

Signature

Oct. 5, 2012

Date

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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☐ APPROVAL IS HEREBY DENIED. CONTACT SMBR FOR ADDITIONAL INFORMATION.

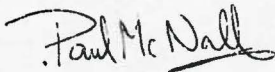
Reviewing Counselor Raymond M. Young

Date 10-16-2012

UTILIZATION PLAN*(Please duplicate as needed)***PROJECT NAME:** City of Austin WDCS and LSTS SCADA Project**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Telvent USA, LLC.		
Address	1390 Piccard Drive, Suite 200		
City, State Zip	Rockville, MD 20850		
Phone	1-954-251-2674	Fax Number	N/A
Name of Contact Person	Joaquin San Juan		
Is company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I certify that the information included in this Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract.

Paul McNally**Name and Title of Authorized Representative (Print or Type)**October 10, 2012**Signature****Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract.

Sub-Contractor/Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

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<input checked="" type="checkbox"/>	APPROVAL IS HEREBY GRANTED.
<input type="checkbox"/>	APPROVAL IS HEREBY DENIED.
Reviewing Counselor <u>Raymond M. Young</u>	Date <u>10-16-2012</u>